

***United States Court of Appeals
for the Second Circuit***



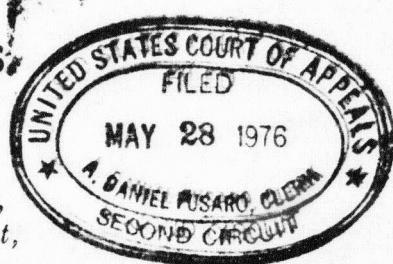
EXHIBITS

ORIGINAL

76-7158

B P/S

United States Court of Appeals
FOR THE SECOND CIRCUIT



THE EASTERN MARINE & FIRE INSURANCE CO.,
Plaintiff-Appellant,
against

S.S. COLUMBIA, her engines, boilers, etc., ORIENTAL
EXPORTERS, INC., and OGDEN SEA TRANSPORT,
INC., as successor to SEA TRANSPORT, INC.,
Defendants-Appellees,

OGDEN SEA TRANSPORT, INC., as successor to
SEA TRANSPORT, INC.,
Third-Party Plaintiff-Appellee,
against

JOHN PEMBERTON MOSSE, an Underwriter at Lloyd's,
and INDEMNITY MARINE ASSURANCE CO., LTD.,
Third-Party Defendants-Appellants.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

EXHIBIT VOLUME

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Third-Party Defendants-Appellants
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New York, N. Y. 10004

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PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 1

BILL OF LADING NO. 1

Form B-1 Rev 1/66 Printed and Sold by UNZ & C. 94 Beaver St., New York, N.Y. 10004-450847

(SPAC IMMEDIATELY BELOW ARE FOR SHIPPER'S MEMORANDA OR PART OF DOCK RECEIPT)

DELIVERING CARRIER TO STEAMER

CAR NUMBER-REFERENCE

FORWARDING AGENT-REFERENCES

EXPORT DECL. NO.

O. C. P. CHARTERERS CORPORATION

BILL OF LADING

(Conditions Continued from Reverse Side Hereof)

SHIPPER CENTRAL RESOURCES CORPORATION

CONSIGNEE ORDER OF BANK OF KOREA, SEOUL, KOREA

COPY NOT NEGOTIABLE

ADDRESS ARRIVAL NOTICE TO
WATER OF SUPPLY, GOVT OF REPUBLIC OF
KOREA
SEOUL, KOREA

ALSO NOTIFY

NEGOCIABLE

SHIP S. COLUMBIA

VOYAGE NO. J.S.A. FLAG
MARP VESSELPIER
3 C. P. D. 100PORT OF LOADING
SAFI, MOROCCOFOR PORT OF DISCHARGE (Where goods are to be delivered to consignee or on carrier)
ONE SAME KOREAN AIR

For TRANSHIPMENT to (If goods are to be transshipped or forwarded as part of discharge)

PARTICULARS FURNISHED BY SHIPPER OF GOODS

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASURE MENT	GROSS WEIGHT
-NONE-----	EN BULK	CCDE 2353 TRIPLE SUPERPHOSPHATE GRAINIER MANCHE 46% P205 3.5% MAXIMUM MOISTURE, 85% MAXIMUM WATER SOLUBLE P205 (PERCENT OF AVAILABLE P 205), 3.0% MAXIMUM FREE ACID H3PO4, CONTENT OF PLANT FOOD NUTRI- ENT ACCORDING TO AOAC METHOD FULLY CURED. SOLID FORM, CHEMICAL FERTIL- IZER CONFORMING TO U.S. FEDERAL SPECIFICATION IN A DRY FREE FLOWING CONDITIONS. AT PLACE AND TIME OF DELIVERY.		10,000.000
ALL TERMS CON- DITIONS AND EX- CESSIONS AS PER CHARTER PARTY DATED APRIL 29, 1966			KILOS	
PAGA NO. PE 66-14- (1-1) CONTRACT NO. AID-KCS-5026-N BANK OF KOREA I/C NO. AID-660468-G J. HENRY SCHEIDER BANKING CORPORATION L/C NO. C-215300 LETTER OF CREDIT DATE NO. 489-K50104				
"ON BOARD" SAFI 16th JULY 1966				
FREIGHT PAYABLE IN				

@ PER 2240 LBS.	\$
@ PER 100 LB.	\$
FT. IN. @ PER 40 CU. FT.	\$
FT. IN. @ PER CU. FT.	\$
<i>COPY NOT NEGOTIABLE</i>	
TOTAL	\$

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)
IN WITNESS WHEREOF, THERE HAVE BEEN EXECUTED 3
BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH
BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

BY *J. P.*

FOR THE MASTER

ISSUED AT SAFI, MOROCCO 16th JULY 1966

(DATE)

B/L No. *J. 1*

BEST COPY AVAILABLE

**BILL OF LADING
(SHORT FORM)**

RECEIVED from the shipper named on the reverse side hereof the goods, or packages said to contain goods hereinafter mentioned in apparent good order and condition unless otherwise indicated in this bill of lading, to be transported to the port of discharge and there to be delivered or transshipped and forwarded on the terms hereinafter stated. In every contingency whatsoever and even in case of deviation or of unseaworthiness of the ship at time of loading or at any subsequent time, the rights and obligations, whatsoever they may be, of each and every person having any interest of duty whatsoever in respect of the receipt, care, custody, carriage, delivery or transshipment of the goods whether as shipper, consignee, holder or endorsee of the bill of lading, receiver or owner of the goods, master of the ship, carrier, ship-owner, demise charterer, time charterer, operator, agent, bailee, warehouseman, forwarder or otherwise howsoever, shall be subject to and governed by the terms of the carrier's regular bill of lading, which shall be deemed to be incorporated herein, including any amendments thereto or special provisions thereof which may be in effect at the time the goods are received for shipment and applicable to the intended voyage. Copies of such regular bill of lading and amendments may be obtained on application to the office of the Company or its Agent at the port of loading or port of discharge. This shipment shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided in the bill of lading referred to above) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier. Nothing herein contained, whether by express statement, reference, implication or otherwise, shall be deemed a surrender of any rights or immunities or an increase of any responsibilities or liabilities which the ship, her owner, charterer, operator, agent or master or any carrier, bailee, warehouseman, or forwarder of the goods or the agent of any of them would have in the absence of this bill of lading. None of the terms of this bill of lading shall be deemed to have been waived by any person unless by express waiver signed by such person, or his duly authorized agent.

IN ACCEPTING THIS BILL OF LADING, the shipper, consignee, pledgee, holder or endorsee of this bill of lading, receiver, owner of the goods and each of them agree that all freight engagements, dock receipts or other agreements whatsoever in respect of the shipment of the goods are superseded by this bill of lading, and agree to be bound by all its terms whether written, printed or stamped on the front or back thereof or incorporated by reference therein, any local customs or privileges to the contrary notwithstanding.

If requested, one signed bill of lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

(CONDITIONS CONTINUED ON REVERSE SIDE HEREOF)

DO NOT USE THIS SPACE FOR DESCRIPTION OF SHIPMENT

E 3

PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 2

BILL OF LADING NO. 2

Form 24-Rev. 1/66-Printed and Sold by UNIZ & CO. → 4 Beaver St., New York, N.Y. 10004-U50847

ISPACE 1: LOCATED BELOW AND FOR SHIPPER'S MEMORANDA--IN SET OF DOCK RECEIPT

DELIVERING CARRIER TO STEAMER	CAR NUMBER-REFERENCE
FORWARDING AGENT-REFERENCES O. C. I. FORWARDING CO. INC.	EXPORT DECL. No.

BILL OF LADING
(Conditions Continued from Reverse Side Hereof)

SHIPPER: CLEVELAND METALLURGICAL CORPORATION

CONSIGNEE ORDER OF: REP. OF KOREA, SEOUL, KOREA

ADDRESS ARRIVAL NOTICE TO:
GENERAL OF SUPPLY, GOVT OF REPUBLIC OF
KOREA
SEOUL, KOREA

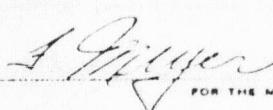
ALSO NOTIFY

COPIES IN ONE
NEGOTIABLE

SHIP S.S. CO-COLUMBIA	VOYAGE NO. T.S.A. 1000 OF 1966	FLAG U.S.A.	PIER Pier 40	PORT OF LOADING SAFI, ROMANIA
FOR PORT OF DISCHARGE (Where goods are to be delivered to consignee or on-carrier) ONE DAY NOV 1966				

PARTICULARS FURNISHED BY SHIPPER OF GOODS				
MARKS AND NUMBERS	No. of PKGS	DESCRIPTION OF PACKAGES AND GOODS	MEASURE- MENT	GROSS WEIGHT
-NOTE----- ALL TERMS, CONDITIONS AND EXCEPTIONS AS PER CHARTER PARTY DATED A JUL 29, 1966	LN BULK	CODE 2353 TRIPLE SUPERPHOSPHATE MANUAL MINIMUM 46% P2O5 3.5% MAXIMUM MOISTURE, 85.5 MINIMUM WATER SOLUBLE P2O5 (PERCENT OF AVAILABLE P 2O5), 3.0% MAXIMUM FREE ACID H3PO4, CONTENT OF PLANT FOOD NUTRI- ENT ACCORDING TO AOAC METHOD FULLY CURED, SOLID FORM, CHEMICAL FERTIL- IZER CONFORMING TO U.S. FEDERAL SPECIFICATION IN A DRY FREE FLOWING CONDITIONS, AT PLACE AND TIME OF DELIVERY.	10,000.000 KILOS	
PASA NO. FE 66-14- (1) CONFIRCAT NO. AID-KOS-5026-II BANK OF KOREA L/C NO. AID-660468-0 J. HENRY SCHAFFER PAIK L/C NO. C-210300 L/LETTER OF CREDIT NO. 489-A60104				
"01 1966 SAFI 18th JULY 1966 F.M.				
FREIGHT PAYABLE IN CASH ON BOARD OR BY BANKER DRAFT				

@	PER 9240 LBS	\$
@	PER 100 LB	\$
FT.	IN. @ PER 40 CU. FT.	\$
FT.	IN. @ PER CU. FT.	\$
		\$
		\$
		\$
		\$
TOTAL		\$

(CONDITIONS CONTINUED FROM REVERSE SIDE HEREOF)
IN WITNESS WHEREOF, THERE HAVE BEEN EXECUTED 3
BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH
BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.BY 
FOR THE MASTERISSUED AT SAFI, ROMANIA 18 th JULY 1966
(DATE)

B/L No.

Plaintiff's and Third-Party Defendants' Exhibit 3

GENERAL ICE CLAUSE
PORT OF LOADING

- a) In the event of the loading port being inaccessible by reason of ice when vessel is ready to proceed from her last port or at any time during the voyage or on vessel's arrival or in case frost sets in after vessel's arrival, the Captain for fear of being frozen in is at liberty to leave without cargo, and this Charter shall be null and void.
- b) If during loading the Captain, for fear of vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owner's benefit for any port or ports including port of discharge. Any part cargo to be loaded under this Charter to be forwarded to destination at vessel's expense but against payment of freight provided that no extra expenses be thereby caused to the Receivers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per Charter.
- c) In case of more than one loading port and if one or more of the ports are closed by ice, the Captain or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section b or to declare the charter null and void unless Charterers agree to load full cargo at the open port.
- d) This Ice Clause not to apply in the Spring

PORT OF DISCHARGE

- a) Should ice (except in the Spring) prevent vessel from reaching port of discharge Receivers shall have the option of keeping vessel waiting until the re-opening of navigation and paying demurrage, or of ordering the vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Captain or Owners have given notice to Charterers of the impossibility of reaching port of destination.
- b) If during discharging the Captain for fear of vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.
- c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles the freight on the cargo delivered at the substituted port to be increased in proportion.

THIS CHARTER PARTY INCLUDES CLAUSES NOS. 16 THROUGH 23 INCLUSIVE, AS ATTACHED,
WHICH ARE TO BE CONSIDERED AS THOUGH FULLY INCORPORATED HEREIN

OFFICE OF SUPPLY
GOVERNMENT OF THE REPUBLIC OF KOREA

SUNG KYU EOC
Director
Bureau of Foreign Procurement

SUNDA MARINE, INC.
AS DISPOSITIVE OWNERS

BEST COPY AVAILABLE

Plaintiff's and Third-Party Defendants' Exhibit 3

ONE HUNDRED PERCENT OF CHARTERED VESSELS

TOLSON - 481004



SPACEBROKERS, INC.
STEAMSHIP AND CARGO BROKERS
25 BROADWAY
NEW YORK, N.Y. 10004

MANHATTAN B-0070

DELIVER TO CHARTER PARTY DATED APRIL 29, 1966 - S. S. COLUMBIA OWNERS' OPTION SUBSTITUTE

16. Master of vessel shall contact ship's agent not less than five days off Korea for instructions as to port of discharge.
17. a) Vessel shall provide all dunnage, including shifting boards and feeders.
b) Cargo to be stowed and spout trimmed at the expense of the supplier, and any filling and trimming costs beyond "Spout Trimmed" will be for the account of the vessel.
18. Vessel to supply at both ends at all time free of charge to Charterers, winches, steam, and gear in good and operative condition, to provide adequate lighting for night work in the holds.
19. a) Rate of loading:
2,000 M/T of 2204.6 lbs. per Weather Working Day, Sundays and holidays are excepted, unless used.
b) Rate of Discharging:
2204.6 lbs. per hatch per Weather Working Day, Sundays and Holidays are excepted, unless used, and when used, the time actually worked shall be counted as Laytime. However, in any event, the maximum rate of discharging shall not be more than 1,200 M/T per WWD/SHEX, unless used.
c) Laydays are reversible.
Laydays are reversible, but demurrage, if any, incurred at the port of loading shall be for the account of the Supplier, and despatch earnings, if any, both at the port of loading and at the port of discharge, shall be settled between Shipowner and DBOK.
20. a) Airmail of Shipping Document:
Shipowner shall be required to airmail to the "Office of Supply, Government of the Republic of Korea, Seoul, Korea, Attention: Bureau of Foreign Procurement" and "USOK/K, AD/P-SM, Seoul, Korea" five (5) copies, and to the "Resources Transportation Division, AID, Washington, D.C.", one (1) copy each of the following documents as soon as they become available:
 - 1) Invoice.
 - 2) Non-negotiable copies of Charter Party Bill of Lading.
 - 3) Laytime computation and statement of facts effected at the port of loading.
 - 4) Charter Party.
 b) Documents on Board:
The following documents in a sealed envelope, must be placed aboard the ocean vessel by Supplier at the time shipment, in care of the shipmaster, marked:
"DELIVER TO CONSIGNEE: OFFICE OF SUPPLY, REPUBLIC OF KOREA"
 - 1) One copy of charter party bill of lading and/or clean on-board ocean vessel bill of lading.
 - 2) One copy of supplier's detailed invoice.
 - 3) One copy of inspection certificate.
 21. Payment shall be made... an irrevocable letter of credit for 90% of total freight against clean on-board ocean vessel bill of lading quantity and balance of freight shall be paid upon completion of discharge and settling despatch earnings, if any, at the port of loading and discharge, through U.S. banking institution holding relative letter of commitment under Agency for International Development's PAGA No. FE-66-14 "A-1".
22. a) Vessel shall give 10 days advance notice of expected readiness to load to the Supplier or Supplier's agent at the port of loading. Any storage or other charges, if any, caused by carrier's failure to arrive at the loading port during laydays, shall be for the account of shipowner.
b) Any charges incurred at the loading port due to the supplier's failure to make delivery at the buyer's call during the contractual delivery period shall be for the account of the Supplier.
23. Chamber of Shipping's Risk Clauses No. 1 and 2, New Jason Clause, New Both to Blame Collision Clause, U.A. Clause Paramount and P&I Bunker Clause, as attached, to form part of this Charter Party.

GENERAL PROVISIONS: This Bill of Lading shall have effect subject to the provisions of the General of Bills of Lading Act of United States, approved April 16, 1924, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed to supersede by reason of any of its clauses or immunities or an increase of any of its responsibilities or liabilities under said Act. If any item of this Bill of Lading be deemed to conflict with any item, such item shall be held to that extent but no further.

GENERAL CLAUSES: In the event of accidents, damage or disasters before or after arrival of the vessel resulting from any cause whatsoever, whether due to negligence or malice, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the master, ship's crew, contractors, or owners of the vessel shall contribute with the Carrier in general average to the payment of any damages, losses or expenses of a general average nature that may be made or incurred, and shall pay salvoes and special charges incurred in removal of the goods.

If a collision ship is owned or operating by the Carrier, salvoes shall be paid for as fully as if such collision ship or vessel belonged to the owners. Such salvoes as the Carrier or his agents are not sufficient to cover the estimated contribution of the vessel and are salvoes and special charges shall, if necessary, be paid by the owners, shipowners, contractors or agents at the ports to the Carrier before delivery.

GENERAL CLAUSES: If the liability for any collision to which the vessel is subject, the provisions of the General of Bills of Lading shall be discontinued in accordance with the law of the United States of America, the liability claim shall apply. The carrier shall not be liable with respect to any loss or damage resulting from the negligence of the master and crew, or any act or neglect of the master, crew, contractors or the owners of the vessel, or the consequences of the operation or management of the vessel. The owners of the vessel shall not indemnify the Carrier against all loss or liability resulting to the owner or cargo owners for damage to or loss of goods or liability incurred in loss of, or damage to, or delay in delivery of the goods of third persons, paid or payable by the owner or consignee ship or her agents to the owners of said goods and not, if so far as is known to the carrier, compensated by the owner or consignee ship or her agents as part of their claim against the carrying ship or Carrier.

The former provisions shall also apply where the Owners, Operators or those in charge of the ship or cargo objects other than, or in addition to, the colliding ship or object are at fault to repeat the collision or contact.

GENERAL PROVISIONS: The vessels, in addition to all other liabilities, shall have the right to make any necessary alterations or repairs required to proceed to any port or ports whatsoever, whether such ports are on or off the direct and/or shortest route or routes, to the ports of loading or discharge named in this Charter, and shall take all measures to see that in the due time of arrival, even to the full capacity of her tanks, deep tanks and any other capacities in which oil can be carried, whether such amount is or is not required for the chartered voyage.

GENERAL CLAUSES: The Bill of Lading to be signed for any intermediate port and of the port of discharge to another port and/or bills of lading issued in connection therewith to be used to discharge the vessel at any intermediate port, shall be signed by the representative of the government of the nation under whose flag the ship sails or by any other Government, the master shall discharge the cargo at any other port covered by this Charter Party as ordered by the charterers (provided such other port is not a blockade or prohibited port as above mentioned) and shall be entitled to receive what the ship had discharged at the port of port of discharge to which she was originally ordered. (2) The ship shall have liberty to comply with any orders or directions as to the departure, arrival, routes, ports of call, stoppages, destination, delivery or other港止の手配 given by the Government of the nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such Government, or any department thereof, or by any committee or person herein, under the terms of the War Risks Insurance on the ship, the right to obey such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the user shall not be deemed in default, and delivery to accordance with such orders or directions shall be a fulfillment of the contract voyage and the freight shall be payable accordingly.

C.S.B.E., London - 26th September 1955.

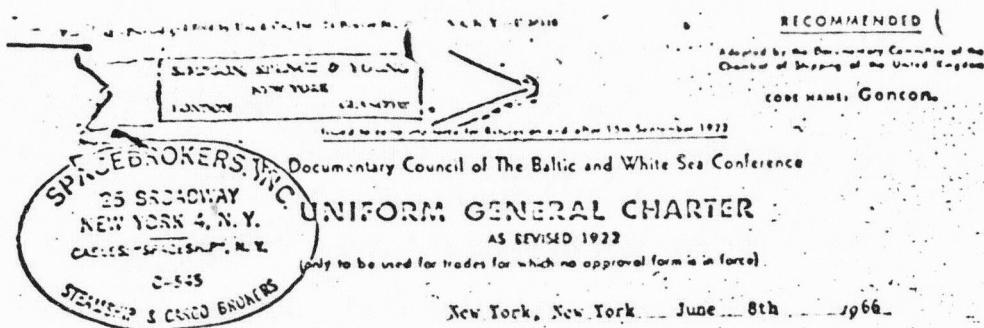
E 7

Plaintiff's and Third-Party Defendants' Exhibit 3

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PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 4

CHARTER PARTY DATED JUNE 8, 1966



1. It is this Day mutually agreed between ORIENTAL EXPORTERS, INC., as Agents for Owners, American Owners of the Vessel COLUMBIA Owners' option S. S. SACRAMENTO 14462 of 9200 tons Register and carrying about tons of deadweight cargo, now and expected ready to load under this Charter about and Measure SUNDAMARINE, INC. of Delaware as Charterers.
- That the said vessel shall proceed to One or two safe berths, SIDI, Morocco, cost of shifting for Owners' account, always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at Charterers' risk) of TWENTY THOUSAND (20,000) Metric Tons of 2204.6 pounds each MINIMUS SUPER PHOSPHATE in Bulk.
- (Charterers to provide all mats and/or wood for dunnage and any separations required, the Owners allowing the use of any dunnage wood on board if required) which the Charterers bind themselves to ship, and being so loaded the vessel shall proceed to One or two safe ports, REPUBLIC OF KOREA.
- as ordered on signing Bills of Lading or so near thereto as she may safely get and be always afloat and there deliver the cargo on being paid freight—on quantity—as follows FIVE HUNDRED TWENTIETHREE THOUSAND DOLLARS (\$525,000.00) LUMP SUM, FIVE IN AND OUT (F.I.O.) Cargo to be stowed and spout trimmed at the expense of the Carrier and any trimming and any filling costs over and above "spout trimmed" will be for account of the vessel FIFTY CENTS (.50) per metric ton of 2204.6 pounds additional on entire cargo if two discharge ports used.
2. Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by the improper or negligent stowage of the goods (unless stowage performed by shippers or their stevedores or servants) or by personal want of due diligence on the part of the Owners or their Manager to make the vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied or by the personal act or default of the Owners or their Manager.
- And the Owners are responsible for no loss or damage or delay arising from any other cause whatsoever, even from the neglect or default of the Captain or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this clause, be responsible, or from unseaworthiness of the vessel on loading or commencement of the voyage or at any time whatsoever.
- Damage caused by contact with or leakage, smell or evaporation from other goods or by the inflammable or explosive nature or insufficient package of other goods not to be considered as caused by improper or negligent stowage, even if in fact so caused.
3. The vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist vessels in all situations, and also to deviate for the purpose of saving life and/or property.

Plaintiff's and Third-Party Defendants' Exhibit 4

Time of Charter	<p>4. The freight to be paid in cash or in exchange on delivery of the cargo at mean rate of exchange ruling on day or days of payment, the receivers of the cargo being bound to pay freight on account during delivery, if required by Captain or Owners.</p> <p>Cash for vessel's ordinary disbursements at port of loading to be advanced by Charterers if required at highest current rate of exchange, subject to two per cent to cover insurance and other expenses.</p>	18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
Linen	<p>5. Cargo to be brought alongside in such a manner as to enable vessel to take the goods with her own tackle and to load the full cargo in running working days. Charterers to procure and pay the necessary men on shore or onboard the lighters to do the work there, vessel only leaving the cargo onboard. If the loading takes place by elevator cargo to be put free in vessel's holds. Owners only paying trimming expenses.</p> <p>Any pieces and/or packages of cargo over two tons weight, shall be loaded, stowed and discharged by Charterers at their cost and expense.</p> <p>Time to commence at 1 p.m. if notice of readiness to load is given before noon and at 6 a.m. next working day if notice given during office hours after noon.</p> <p>The notice to be given to the Shippers, Hausen or their Agents at loading port.</p>	68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
Bunkers	Time lost in waiting for berth to count as loading time.	87
Bunkers	<p>6. Cargo to be received by Merchants at their risk and expense alongside the vessel not beyond the work of intermediate handling and delivery to running working days. Time to commence at 1 p.m. if notice given before noon and at 6 a.m. next working day if notice given during office hours after noon.</p> <p>Time lost in waiting for berth to count as discharging time.</p>	68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
On Deck	<p>7. One evenning day on demurrage at the rate of One Thousand Five/- per day or pro rata for any part of a day, payable day by day, to be allowed Merchants altogether at ports of loading and discharge eg. vessel paying despatch money on Laytime said at half demurrage rate.</p> <p>B. Owners shall have a lien on the cargo for freight dead freight, demurrage and damages for detention. Charterers shall remain responsible for dead freight and demurrage (including damages for detention), incurred at port of loading. Charterers shall also remain responsible for freight and demurrage (including damages for detention) incurred at port of discharge, but only to such extent as the Owners have been unable to obtain payment thereof by exercising the lien on the cargo.</p>	11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
Procedure	<p>8. The Captain to sign Bills of Lading at such rate of freight as presented without prejudice to this Charterparty, but should the freight by Bills of Lading amount to less than the total chartered freight the difference to be paid to the Captain to cash on signing Bills of Lading.</p>	52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
Port of Loading	<p>9. Strike Clause, War Clause and Fire Clause as follows.</p> <p>Laydays not to commence before June 25, 1966.</p> <p>11. Should the vessel not be ready to load (whether in berth or not) on or before the July 10, 19 Charterers have the option of cancelling this contract, such option to be declared, if demanded, at least 48 hours before vessel's expected arrival at port of loading. Should the vessel be delayed on account of average or otherwise, Charterers to be informed as soon as possible, and if the vessel is delayed for more than 10 days after the day she is stated to be expected ready to load, Charterers have the option of cancelling this contract, unless a cancelling date has been agreed upon.</p>	68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
General Average	<p>12. General average to be settled according to York-Antwerp rules, 1950. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see clause 3).</p>	96 97 98 99 100 101 102 103 104 105 106 107 108 109 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
Loss	<p>13. Indemnity for non-performance of this Charterparty, proved damages, not exceeding estimated amount of Freight.</p>	99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
Bureaux	<p>14. In every case the Owner shall appoint his own Broker or Agent both at the port of loading and the port of discharge.</p> <p>15. 1½ % brokerage on the freight earned is due to SPACEBROKERS, INC., and 1½% to SIMPSON, SPENCE & YOUNG.</p>	101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
General	<p>In case of non execution at least 1/4 of the brokerage on the estimated amount of freight and dead freight to be paid by the Owners to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be mutually agreed.</p>	105 106 107 108 109 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125
GENERAL STRIKE CLAUSE.		
<p>Neither Charterers nor Owners shall be responsible for the consequences of any strike or lock-out preventing or delaying the fulfilment of any obligations under this contract.</p> <p>If there is a strike or lock-out affecting the loading of the cargo, or any part of it, when vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, Captain or Owners may ask Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, Owners shall have the option of cancelling this contract. If part cargo has already been loaded, Owners must proceed with same, freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.</p> <p>If there is a strike or lock-out affecting the discharge of the cargo on or after vessel's arrival at or off port of discharge and same has not been settled within 48 hours, Receivers shall have the option of keeping vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging, or of ordering the vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after Captain or Owners have given notice to Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this charterparty and of the Bill of Lading shall apply and vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port is to be increased in proportion.</p>		

GENERAL WAR CLAUSE

If the nation under whose flag the vessel sails should be engaged in war and the safety of navigation of the vessel should thereby be endangered either party to have the option of cancelling this contract, and if so cancelled cargo already shipped shall be discharged either at the port of loading or, if the vessel has commenced the voyage, at the nearest safe place at the risk and expense of the Charterers or Cargo Owners.

If owing to outbreak of hostilities the goods loaded or to be loaded under this contract or part of them become contraband of war whether absolute or conditional or liable to confiscation or detention according to International Law & the Instructions of any of the belligerent powers each party to have the option of cancelling this contract as far as such goods are concerned, and contraband goods already loaded to be discharged either at the port of loading, or if the voyage

has already commenced, at the nearest safe place at the expense of the Cargo Owners. Owners to have the right to fill up with other goods instead of the contraband.

Should any port where the vessel has to load under this Charter be blockaded the contract to be null and void with regard to the goods to be shipped at such port.

No Bills of Lading to be signed for any blockaded port, and if the port of destination be declared blockaded after Bills of Lading have been signed, Owners shall discharge the cargo either at the port of loading, against payment of the expenses of discharge, if the ship has not sailed thence, or, if sailed, at any safe port on the way as ordered by Shippers or if no order is given at the nearest safe place against payment of full freight.

GENERAL ICE CLAUSE

PORT OF LOADING.

- a) In the event of the loading port being inaccessible by reason of ice when vessel is ready to proceed from her last port or at any time during the voyage or on vessel's arrival or in case frost sets in after vessel's arrival, the Captain for fear of being frozen in is at liberty to leave without cargo, and this Charter shall be null and void.
- b) If during loading the Captain, for fear of vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for Owner's benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter to be forwarded to destination at vessel's expense but again payment of freight, provided that no extra expenses be thereby caused to the Receiver, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per Charter.
- c) In case of more than one loading port and if one or more of the ports are closed by ice, the Captain or Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section A or to declare the charter null and void unless Charterers agree to load full cargo at the open port.
- d) This Ice Clause not to apply in the Spring.

PORT OF DISCHARGE.

- a) Should ice (except in the Spring) prevent vessel from reaching port of discharge Receivers shall have the option of keeping vessel waiting until the reopening of navigation and paying demurrage, or of ordering the vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after Captain or Owners have given notice to Charterers of the impossibility of reaching port of destination.
- b) If during discharging the Captain for fear of vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.
- c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

Clauses 16 to 30, both inclusive, attached, are to be considered fully incorporated in this Charter Party.

SUNDA MARINE, INC.

ORIENTAL EXPORTERS, INC.,

Agents for Owners

M. Klebanoff, Vice President

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Plaintiff's and Third-Party Defendants' Exhibit 4

CHARTERERS: NEW YORK



SPACEBROKERS, INC.
STEAMSHIP AND CARGO BROKERS
25 BROADWAY
NEW YORK, N.Y. 10004
MANHATTAN 2-0070

RIDER TO CHARTER PARTY DATED JUNE 8, 1966 - S. S. CALIFORNIA NO S. S. SACRAMENTO

16. Vessel shall provide all dunnage, including shifting boards and feeders.
17. Cargo to be loaded at the rate of 2,000 M/T of 2204.6 lbs. per weather working day, Sundays and holidays excepted, unless used.
18. Cargo to be discharged at the rate of 240 M/T of 2204.6 lbs. per hatch per weather working day, Sundays and holidays excepted, unless used, and then used, the time actually worked shall be counted as laytime.
19. Master of vessel shall contact ship's agent not less than five days off Korea for instructions as to port of discharge.
20. Vessel to supply at both ends at all times free of charge to Charterers, winches, steam, and gear in good condition, and to provide adequate lighting for night work in the holds.
21. Laydays are reversible, but demurrage, if any, incurred at the port of loading shall be for the account of the supplier, and despatch earnings, if any, both at the port of loading and at the port of discharge, shall be settled between shipowner and Charterers.
22. Time for unloading shall commence to count twenty-four (24) hours after written notice has been given during office hours, on any day except Sundays and Holidays, to the port office of OSROK by the Master or agent of the vessel that the vessel is ready to unload the cargo in all respects.
23. a) Shipowners shall be required to deliver to Charterers 25 copies of each of the following documents as soon as they become available:
 - 1. Invoice.
 2. Non-negotiable copies of ocean vessel bill of lading.
 3. Laytime computation and statement of facts effected at the ports of loading
 4. Charter Party.
 b) Charterers will supply a sealed envelope to be placed aboard the ocean vessel by Supplier at the time of shipment, in care of the shipmaster, marked: "Deliver to the Consignee: Office of Supply, Republic of Korea."
24. Payment shall be made in New York by Charterers upon surrender in New York of a full set of clean signed dated onboard Ocean Bills of Lading for 90% of total freight against bill of lading quantity and balance of freight shall be paid, upon completion of discharge and settling despatch earnings, if any, at the port of loading and discharge.
25. In the event that shipment/s are not effected during the shipping period specified in this Charter Party due to a failure on the part of the shipowner, a penalty in the amount of 0.1% per day of the total freight value of the delayed shipments will be imposed upon the shipowner.
26. a) Any storage or other charges, if any, caused by carrier's failure at the loading port, such as not being on berth during contracted laydays, shall be for the account of the shipowner.

b) Any charges incurred at the loading port due to the Supplier's failure to make suitable delivery within the contracted delivery time shall be for the account of the Supplier.
27. Vessel to be left in seaworthy trim when shifting between discharging ports.
28. Lighterage, if any, to be Charterers'/Receivers' risk and expense, time counting.
29. Owners guarantee that vessel's deepest draft on sailing from Safi will not exceed 30' 6" saltwater with 20,000 Metric Tons cargo on board.
30. New Both to Blame Collision Clause, Chamber of Shipping War Risk Clauses 1 and 2, and New Jason Clause, attached hereto, to be incorporated in this Charter Party. New York Produce Arbitration Clause as attached to be incorporated.

NEW YORK PRODUCE ARBITRATION CLAUSE

That should any dispute arise between Owners and the Charterers, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them, shall be final, and for the purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be commercial men.

Plaintiff's and Third-Party Defendants' Exhibit 4

~~ARTICLE 12~~ In the event of damage, damage or destruction before or after arrival of the vessel resulting from any cause whatsoever, whether due to collision or not, for which, or for the convenience of which, the Carrier is not responsible by statute, contract or otherwise, the master, skipper, company or owners of the goods shall contribute with the Carrier in general average to the payment of any expenses, losses or damages of a general average nature that may be made on the vessel, and shall pay salaries and general charges incurred in respect of the goods.

If a sailing ship is owned or operated by the Carrier, salaries shall be paid for as fully as if such sailing ship or vessel belonged to themselves. Such expenses as the Carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any sailing ship or vessel chartered thereto shall, if required, be paid by the master, skipper, company or owners of the goods to the Carrier before delivery.

~~ARTICLE 13~~ COLLISIONS If the liability for any collision in which the vessel is involved while performing the bill of lading fails to be determined in accordance with the law of the United States of America, the following rules shall apply:

If the ship enters into collision with another ship as a result of the negligence of the other ship and no set, neglect or default of the master, captain, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried by the Carrier will indemnify the Carrier against all loss of liability to the other or碰撞的船舶 or her owners in so far as that loss of liability represents less than 10% of the total value of the owners of said goods, paid or payable by the other or碰撞的船舶 or her owners to the owners of said goods and not otherwise recovered by the other or碰撞的船舶 or her owners as part of their claim against the碰撞的船舶 or Carrier.

The foregoing provisions shall also apply where the carrier, servants or crew in charge of any ship or ships or objects other than, or in addition to, the colliding ship or objects are at fault in respect to a collision or contact.

~~ARTICLE 14~~ (1) No bills of lading to be issued for any time-limited port and if the port of discharge is declared stricken after bills of lading have been signed, or if the port to which the ship has been ordered to discharge either on arrival date of bill of lading or thereafter is one to which the ship is not to be compelled to enter by the government of the nation under whose flag the ship sails or by any other Government, the carrier shall discharge the cargo at any other port named in this charterparty as directed by the Charterers (provided such other port is not stricken or prohibited by law or regulation) and shall be entitled to freight as if the ship had discharged at the name of port of discharge to which she was originally ordered. (2) The ship shall have liberty to complain of any orders or directions as to the departure, arrival, loading, parts of cargo, stowage, destination, delivery or otherwise to anyone given by the government of the nation under whose flag, the vessel calls at any port en route, or any government or corporation to act with the authority of such Government, or of any department thereof, or any person acting or purporting to act with the authority of the Big Blue Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions nothing is done or is not done, the same shall not be deemed a violation, if it relieves the carrier who orders or directs shall be a fulfillment of the contract of hire and the fact shall be proven accordingly.

C. G. H. & C. Co., London - 27th September 1926

PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 5

AMERICAN BUREAU OF SHIPPING SURVEY
DATED APRIL 4, 1964, NN5451

FORM A-141

AMERICAN BUREAU OF SHIPPING
45 BROAD STREET, NEW YORK, N.Y.-10004

Report No. NN5451

Report Date, Apr. 4, 1964

P/L "CONTRACT"

This is to certify that the undersigned surveyor to this Bureau did, at the request of the Owner's Representative, survey the vessel named "CONTRACT", Official Number 647,519 of New York, New York, while lying on drydock at the ~~South~~ ~~Contracting~~ and ~~Boat~~ Corporation, Berkley Roads, Norfolk, Virginia, on March 26, 1964, and subsequent date in order to carry out the preceding Survey, Annual Survey or ~~and~~ Preliminary, Annual Loadline Inspection, Annual Hull Survey and report as follows:

INSPECTION POINT - HULL

1. Vessel placed on drydock and the underwater cleaned of light marine growth, bottom painted, disclosed leading evenly on blocks of cork and in satisfactory condition. Existing hull riveting of seams and welded butts examined and found in order. Bottom otherwise satisfactory was recautred and the vessel undocked April 4, 1964.
2. Hull keel, starboard side, showed buckled at two locations for a length of approximately 45'-0". Was removed, riveted and welded as original.
3. Stern frame examined; disclosed port and starboard sides of lower section fractured at ten locations from hull attachment to lower end of prop. Fractures as noted considered too numerous for prop fits and required the lower section of stern frame be removed. Hull after removal of the prop flanges parted at the forward end was removed to the shop. For particulars of repairs to stern frame and rudder, refer to Report Note expert number 115452 dated April 4, 1964.
4. Port and starboard main lower carous and chain plates, examined and found satisfactory. Chain plates cleaned, cleaned internally together with purging apparatus and placed in satisfactory condition after part reaching satisfactory condition. Complement of chain plates on board consist of 150 inches each port and starboard side. Chain leather and cables afterwards cleaned with fish oil and restored in order.

MACHINERY

5. Propeller, solid bronze, four blades showed tips of all badly pitted, fractured and distorted. Was removed to the shop, blade tips filed, metal cleaned rebuilt by brazing, satisfactorily balanced, pitch checked and placed in satisfactory condition.
6. Gearbox wear down in gear teeth being about 5/16" by 1/8" was not worn to 1/4" thick. Gears were cut on this basis for replacement to original specification that can be used for a period of time.

This Report is issued subject to the condition that it is understood and agreed that neither the Bureau nor any of its Contractors in respect and circumstances, shall not be held responsible for any deficiency in any Report or opinion contained by this Bureau or its Contractors or its agents, or for the interpretation of the Bureau or for any error of judgement, omission or negligence of its Officers, Agents, or Agents.

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INSPECTION REPORTS/S LOCOMOTIVE

7. Sea valves, overhead manholes and bilge sump valves opened up, overhauled and placed in full factory condition. Sea chests cleaned, examined internally, found satisfactory, cover and strainer plates replaced.

HOUSING - HULL

8. All parts of the electric-hydraulic steering gear units including rams, pumps, quadrant, telelever transmission system and emergency gear examined, tested under operating conditions and found satisfactory.
9. Watertight doors in bulkheads, closing appliances in superstructure bulkheads all for air and watertight parts examined and found satisfactory.
10. Closings of ventilators to spaces below the forecastle deck and below decks of superstructure, hatchway openings, steel hatch covers and all their supports examined and found in satisfactory condition.
11. Guard rails, machinery casings, bulwarks, freezing ports and all other means of protection provided for openings and for access to crews quarters examined, disclosed satisfactory and in order.
12. Loadline markings on vessel's side shell verified, found in order and repainted in.
13. No material alterations in hull, superstructure or closing of openings in superstructure affecting position of loadline.

MACHINERY:

14. A general inspection of main and auxiliary motors, steering motors and anchor windlass disclosed satisfactory and in order.
15. Fire extinguishing equipment observed and found in order.

Annual Survey of Hull and Machinery is complete.

16. Annual Loadline Inspection carried out at this time. International Loadline Certificate No. I-14,470 endorsed April 4, 1964. See Newport News report number LE3550 dated April 4, 1964.

BOILER ROOM

17. Fire and stoker watertube boilers, steam drum, tubes, headers and superheaters opened up, cleaned, examined and placed in satisfactory condition after renewing top tube nipple between side header and main drum of port boiler.
18. Boiler brick refractory examined and placed in order as follows: Port boiler - removed port and starboard side walls, new front wall and furnace floor, renewed front ledge and patched up central chrome core. Starboard boiler - removed port and starboard side walls, furnace floor, rear ledge castable and patched up central chrome core.
19. Safety valves opened up, overhauled and placed in satisfactory condition.

CONCLUSION -

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Plaintiff's and Third-Party Defendants' Exhibit 5

INCB 3

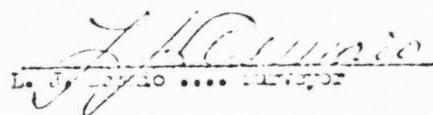
Boiler Inspection

S/L "2-1112"

20. Inspectors compilation of repairs hydrostatically tested, examined under test and given signs.
21. Safety valves of boilers together with superheater relief valves floated under steam and act at allowable pressure.

Annual Survey of boilers is complete.

The undersigned attended on completion of the aforementioned repairs, the vessel is considered in satisfactory condition and fit to retain present class with this Bureau.


L. H. Cunio
L. J. Fyfe Inspector

PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 6

AMERICAN BUREAU OF SHIPPING SURVEY
DATED APRIL 4, 1964, NN 5452

American Bureau of Shipping

45 BROAD STREET, NEW YORK, N.Y.-10004

(1751)

Report No. 140462

Report Date, Mon April 4, 1964

S/A DOCUMENT

THIS IS TO CERTIFY that the undersigned Surveyor to this Bureau did, at the request of the Owner's Representative, attend the steel screw S/S "OCULUS" Official Number 247,513 of New York, N.Y. while lying on dry dock at the Norfolk Shipbuilding and Drydock Corp., Berkley Plant, Norfolk, Va. on March 23, 1964 and subsequent date in order to examine and report upon damage to the stern frame and rudder alleged to have been sustained as a result of the vessel grounding at Kandla, India on October 4, 1963. For further particulars refer to the vessel's log book and report as follows -

WHEN INSPECTION FOUND:

1. Stern frame lower section, port and starboard sides fractured at ten locations from shell attachment to the lower edge of skeg.
2. Rudder showed evidence of the palm flanges parted at the forward end. Rudder stock possibly affected.
3. A new stern frame lower section, marked 4120 A 62 B, J.S.C. dated 4-30-63 gudgeon and top flange rough machined, examined and considered satisfactory.
4. New lower section of stern frame removed to the shop for fitting.
5. Some stern frame section satisfactorily welded in place.

RECOMMENDED:

Fractures considered too numerous to repair and recommend renewal.

Rudder and rudder stock to be disconnected, unshipped and removed to the shop, lightly machine rudder and rudder stock palm flanges. Check rudder stock for truth, place in alignment and renew rudder palm bolts where necessary.

Remove existing shell plates, SK-2, A-21 and flat keel plate No. 20, port and starboard sides. Remove damaged lower section of stern frame together with all cement grouting below stern tube in way of after peak tank.

Stern frame mating flanges to be machined and drilled as original, placed in alignment, bolted and welded to the upper section of existing stern frame.

Renew shell plates SK-2, stroke "A", plate No. 21, flat keel plate No. 20, port and starboard sides and weld. Before ship gudgeon and install new bushing.

This Report is issued subject to the condition that it is understood and agreed that neither the Bureau nor any of its Committees or under any circumstances whatever to be held responsible for any inaccuracy in any report or certificate issued by this Bureau or its Surveyors or in any entry in the Record or other publication of the Bureau or for any error of judgment, default or negligence of its Officers, Surveyors or Agents.

CONTINUED -

100-1212-1100002

-2-

RECOMMENDATION

6. Upper pintle bolt should fractured at the termination of the bronze sleeve.
7. Hull side plating fractured at one location.
8. Fender carrier bearing, bronze wearing plate slightly scored and gaged.
9. Approximately forty five (45) lineal feet of bilge keel set-up at two locations on the starboard side.
10. All material removed for the purpose of carrying out repairs be replaced in good order as before.
11. New shell plating after installation to be tested and proven tight.
12. New and repaired work to be coated as before.
13. On completion of the repairs the steering arrangements to be tested under operating conditions and proven satisfactory.

Renew pintle bolt complete with bronze sleeve.

Vee cut to goal rail, re-weld and test to prove tight.

Remove to the shop, lightly machine to place in order.

Renew bulb angle bilge keel, rivet end weld as original.

The undersigned attended on completion of the aforementioned repairs, the vessel is considered in seaworthy condition and fit to retain present class with this Bureau.

L. J. Demain (s)
L. J. Demain - Surveyor.

PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 7

SURVEY BY PILLATT AND SWEENEY CORP.
DATED MAY 3, 1965, 1465

PILLATT AND SWEENEY CORP.

SHIP AND ENGINEER SURVEYORS
CONSULTING ENGINEERS
APPRAISERS

ELEVEN BROADWAY
NEW YORK, N. Y. 10004
TELEPHONE WHITEHALL 4-2827-8

REPORT OF SURVEY

Report No. 1465

May 3, 1965

Oriental Exporters, Inc.
Ship Management Division
360 Fifth Ave.
New York, N.Y.

Re: Steamship "COLUMBIA"
Owners' Repairs
March 1965

Dear Sirs:

At your request, the undersigned attended the vessel on March 21, 1965, at Jacksonville Shipyard and subsequently on March 28-29, 1965, at the loading berth, Tampa, Florida, for the purpose of supervising Annual Drydocking repairs, Classification Annual Boiler, Hull and Machinery survey, and U.S. Coast Guard Mid-Period examination, as well as concurrent damage surveys, and separately reported On-Hire Survey held at Tampa, Florida, and report as follows:

The repairs were carried out as per attached Specification; however, herewith are some brief comments concerning same, not readily ascertainable from Specification write-up.

Item 601 - Covered by insurance damage survey, additional drydock time absorbed by the Contractor.

Item 603 - Services - as per Specification, additional shifting and hook-up as well as disconnect required, due to inability to sail from drydock as per later items.

Item No. 1 - Painting, as sighted the vessel's paint application was a fairly good application. The topside deep leadline to the main deck was not carried out. This item was costlier than should have been at the Jacksonville Shipyard Labor Department overly procrastinated on repairs. Humidity conditions required dumping of all double bottom ballast to keep bottom from sweating for painting application. Delayed application created a forced drying. It would be desirable in the future to have some service from the paint manufacturer in attendance. Last year's application held up well.

Item No. 2 - Tails aft: Credit received, liner in way of packing worn and will require a minimum of a skin cut in the 13th next tailshaft drawing. The stern bush wood weardown was and satisfactory. I closed in the fairwater clip from open type and filled with tallow. The rudder guard is placed in a wooden reel deteriorated and should be renewed next drawing. Wedges of weardown left with shift.

Plaintiff's and Third-Party Defendants' Exhibit 7

SS. "COLUMBIA" - Report No. 1465

5/3/65

(Continued)

Item No. 3 - Sea Valves Inspection - the main low, and high as well as the auxiliary bodies were cleaned and inefficient Epoxy (Red Hand) removed and replaced in good order.

Item No. 4 - Strainers as per Specifications. The main injection plate flat bar strainer was in deteriorated condition.

Item No. 5 - Cleaning of double bottom tanks as per Specs.

Item No. 6 - The Amplidynes furnished for both units greatly required were for the 55 K.W. auxiliary excitation. The amplidynes required considerable winding, repair and especially adjustment under G.E. supervision. The automatic propulsion voltage control was in good working order at vessel's departure. The two 55 K.W. amplidynes shipped to the Yard were recrated and shipped to Houston c/o Texas Marine.

Item No. 7 - Fireside cleaning as per Specs.

Item No. 8 - Considerable combustion control adjustment and repair required, last minute after plant placed in service necessitated some overtime expenditure.

Item No. 9 - Governor valve in very bad dangerous condition upon arrival, repaired under G.E. supervision and installed. However, upon leaving, Engineers carried over boilers a couple of times, and heavily salted same up. Considerable freeing was accomplished after repairs. The plant and vessel is immeasurably better since departure of its entire engineer personnel save the 1st. The plant sounded and acted better almost immediately upon their vacating the vessel.

Item Nos. 12, 13 and 14 - as per Specification; the heating coils appeared sound.

Item No. 15 - was expensive, negotiated at much reduced labor rate; however, costs were still high.

Item No. 16 - as per Specs.

Item No. 17 - Required considerable adjustment to properly adjust load on the bearing.

Repairs were finally completed satisfactorily and Dock Trial was acceptable.

Item No. 18 - Whistle pulls - carried out under duress last minute, partly duplicated in Tampa. The hand pulls amidships and in the original after house gave us a fit. A new, completed and accepted by me, Captain and Coast Guard.

Item Nos. 19, 20, 22, and 24, as per Specification.

Item No. 25 - Due credit on insurance. The brake band was renewed.

BEST COPY AVAILABLE

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Plaintiff's and Third-Party Defendants' Exhibit 7

SS. "COLUMBIA" - Report No. 1465

5/3/65

(Continued ...)

Item No. 26 - the 12" auxiliary circulator discharge valve and the booster pump discharge valve, both 125# standard cast iron gates required removal. Chief Engineer advised to order base and have aboard for installation either by crew or next drydocking.

Item No. 30 - Zinc plates, installed, doing good job, no deterioration or pitting noted on new stern frame barge or frame - rudder deeply pitted and these zincs should help.

Item No. 31 - The lower pintle pin had dropped approximately 1" due to nut backing off. Machined threads for good tight fit up of bolt and welded a horseshoe flat bar keeper on same to preclude reoccurrence.

Item No. 32 - Lifeboats, thorough examination by Coast Guard but considerate treatment garnered. Shipyard labor used on boats.

Item No. 33 - Next year the CO-2 50# bottles serving the paint locker and lamp locker in the forecastle head should be removed after Coast Guard acknowledgement. They are superfluous with present steam smothering installed and a costly maintenance item yearly since they are there they must be tested and kept operable.

Item No. 34 - Main circulating pump piping. These are Coast Guard Citations. Both pipes have sound copper double patches on same and I do not see any reason to renew as the Citation reads. The lines are lead lined internally and appear sound. As related, the vessel received very understanding inspection and this was a live item. This is a 24" copper line with 3 off stickers very expensive to say the least. Worth fighting for next year. I believe same unnecessary to renew.

Item No. 35 - Specs are self-explanatory.

Item No. 36 - The studs of the manhole covers removed were originally placed in service wit out thread compound and either stud thread was bad or mishandled in removal. But the studs were sheared and location of manhole plates made repairs expensive.

Item No. 37 - in old plate, ex aft pumproom railing where taken 19/32" same o.k.

Item No. 38 - the deep pitting of the new midbody in way of turn of the Bilge "I" Strake, both port and starboard. A band approximately 42" x 300 ft. each side inclusive of approximately 3" above the riveted seam of strake. Extreme care should be exercised next and each subsequent drydocking that this protective prime-coat coating is not blasted off. A light sand sweep, or better yet, light wire brush for growth removal should be used. Exercise caution to leave protective coating. Keep in large letters on this vessel's file. fitting in this area approximately 1/4" deep already. This will insure arrest this condition.

Item No. 39 - The super heat only in both boilers good job - no prior deposit from vessel. Hold for removal of lower bank within two years.

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Plaintiff's and Third-Party Defendants' Exhibit 7

S.S. "SOLUS SIX" - Report No. 1465

5/3/65

(Continued ...)

Item 40 - Clears the deck items - especially the alteration at No. 6 Hatch which reportedly always gave trouble due to poor fit up.

Item 42 - A gingerbread item that was a good investment.

Item 43 - Coast Guard sighting.

Item 44, 45, 46, 47, 48, 49 and 50. Minor repairs per regulatory bodies.

Items 51, 53 - as per Specifications.

Items 54, 55 - Electrical repairs and steam smothering expensive. Last minute items not brought to attention on arrival. Carried out with dispatch to get vessel out. The steam smothering system aboard has many built-in traps that will plug continuously. As vessel grows older these extra ordinary long lines will give considerable trouble. To reduce costs and assure same in operating condition, I would suggest that they be blown with steam or air at a maximum of three month intervals. The lines leading to the bottom of the holds should be cropped off at the underdeck line after receiving Coast Guard permission. This is an expensive unnecessary installation.

Item 56 - Expensive last minute electrical repairs as per Specifications.

Item 57 - Dock Trial successful.

Item 58 - last minute repairs. Unreported requirements Coast Guard.

Item 59 - Operational last minute repairs on combustion control.

Item 60 - Diesel starter burned during black-out.

Item 61 - Insurance transformer.

Item 62 - The port side deep tank deteriorated plating. As related this plating renewal would have been pressing to acquire from underwriters.

The cost of repairs was negotiated and agreed with the Jacksonville Shipyard, as follows:

INSURANCE SURVEYS:

Collision Damage	\$ 15,767.00
Grounding Damage	14,489.00
Side Shell Striking	9,625.00
Transformer Damage	1,580.00
Transportation of Transformer (Savannah to Jacksonville)		272.00

Cost of transformer plus dock - new costs - bill is per our telephone conversation.

Transportation of transformer from acquisition point to
Jacksonville

Cost of re-surfacing forward deep tanks, per
ship's cargo - say

Plaintiff's and Third-Party Defendants' Exhibit 7

S. F. MURKIN - Report No. 1465

1/3/65

(continued)

Tug services -- total tug bill although shifted in and out
of dock, to repair pier and out to sea per incide

Cost of Owners' repairs, agreed fair and reasonable at \$ 43,135.00

Credit memo. to Co. "CIAO BIA" \$,000.00

The repairs at Tampa were incidental and consisted of continuing
adjustment of hurried line whistle pulls, minor electrical checking
of fuel oil service pump and forced draft fan, installation of the
port boiler gauge column, cocks received, removal and testing to no
avail of the port boiler feed water regulator generator.

Examination and repairs to the outboard condensate pump, minor
check-out of electric lighting circuits, installation of the diesel
generator starting motor, completion of installing steam smothering
valve bonnets, and some other very incidental voyage repairs. The
most advantageous accomplishment was the change in personnel.

For future attention: Examination of the ballast double bottom
Tanks Nos. 1 and 5 probably representative, indicate a heavy rust
and scale formation where the bitumastic type coating has failed badly.

There is considerable scale formation and removal of loose scale
on the surfaces would be expensive. The probable ideal way to preserve,
since this condition will become aggravated in the future, would be to
scale double bottoms out with, say, Indian labor and reapply a good
bitumastic protective coat. This, however, would probably delay the
ship, for cargo discharge is required for reasonable access and clean-
ing. Perhaps installation of anodes magnesium or as recommended by say
Halton Associates of Hoboken would be the most economical means of
preserving with a minimum of dropped scale removal.

The two discharge pipes on the main condenser should be covered
for next drydock period. I believe renewal is unnecessary.

The Captain will attend to minor lifeboat coverage of inspection
and end for ending lines of lifeboat falls via letter to O.C.M.I.,
Jacksonville.

The Chief Engineer send in req. for reconditioned 12" and 5" gate
valves requiring on crossover line. The Chief was also partly in-
structed in forwarding repair requisitions to the office for evaluation
with a view to request.

The winch guards partly replaced should be continued. This is
an idiosyncrasy of various Coast Guard inspectors, and presently I
carried out enough to satisfy him that direction and intent were in
order.

Again, the steam smothering system should be kept clear. They are
extra long lines from manifold to coil, many scale traps built in and
unless kept clear are useless plus an expensive annual drydock for
cleaning up coil. Maximum on the vessel blowout every three months. The 11-2
bottles on the locomotive require removal of coil steam smothering
lines to fully considerate.

The cabin bottom insulation should not be deferred over too many
years. It is a new victory.

SS. "GULDEN SIA" - Report No. 1465

3/5/65

(Continued)

Once more big note, prevent sand washing with possible removal of Dinetcote band on "L" Strike port and starboard approximately 42" wide over almost all of new midbody. The band is approximately 6" above riveted seam to approximately 34" below riveted seam just above the bilge keel.

Overall, the vessel is in good condition. A considerable amount of work, however, is required to bring the engines up to satisfactory standards. Perhaps with some assistance, the present Chief can do so. I did not care for the sound or operating condition of either auxiliary turbine or reduction gears. Some expensive repairs in this area may be forthcoming. Perhaps with a few days loaing time, one generator at a time may be repaired. There was a heavy carryover of highly contaminated boiler water on three occasions just prior to departure. The steam flow and Chief's clean-up on inboard throttle valve should hold for the voyage.

Very important!. Both auxiliary generator sets sound horrible. I could imagine, without having the time to lift the gear casing for examination, that the gears are most like, undercut. Perhaps realignment may be in order and the usage of heavier viscosity lube oil may be warranted for continued use of same. They should be examined and corrected within the near future. Again, they sound horrible.

PILLOTT and SWEENEY CO., P.
Ship and Engineer Surveyors

By: Herman Becker
Herman Becker

HB:IS

PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 8

JACKSONVILLE SHIPYARDS INVOICE, JOB V-2494
JACKSONVILLE SHIP YARDS

INCORPORATED AS

RAWLS BROS. CONTRACTORS, INC.
SHIP REPAIRS AND CONVERSIONS

YOUR ORDER NO.

OUR JOB NO. V-2494

CABLE RAWLSBROJAX

SOLD TO S. S. "COLUMBIA" AND OWNERS
AMBROSE STEAMSHIP COMPANY
350 - 5TH AVENUE
NEW YORK, NEW YORK

MARCH 26, 1965.

P. O. BOX 2347 • PHONE ELGIN 8-8861 • JACKSONVILLE, FLA. 32203

ITEM	DESCRIPTION	PRICE
ARRIVED:	MARCH 21, 1965 4:45 P.M.	
WORK STARTED:	March 21, 1965 4:45 P.M.	
ON DOCK:	March 21, 1965 4:45 P.M.	
OFF DOCK:	March 25, 1965 3:00 P.M.	
WORK COMPLETED:	March 26, 1965 8:00 P.M.	
DEPARTED:	March 26, 1965 8:30 P.M.	
LABOR AND MATERIAL AT JACKSONVILLE, FLORIDA, IN ACCOMPLISHMENT OF REFAIRS, RENEWALS, AND/OR REPLACEMENTS TO THE S. S. "COLUMBIA" AS FOLLOWS:		
1.	<u>HULL PAINTING:</u> Furnish labor and material to sandwash and hose down the hull from keel to deep load line: Apply one (1) spot coat of primer from keel to deep load line. Apply one (1) full coat of anti-corrosive and one (1) full coat of anti-fouling from keel to light load line. Apply one (1) full coat of boot topping from light load line to deep load line. Apply one (1) full coat of anti-galvanic coating, Apextor No. 2, or equal to stern area. Paint in all draft and plimsol marks. Paint to be Fatboil. furnished by Owner.	\$ 3,800.00

2. TAILSHAFT:A. Wedge:Check wear down of tailshaft by wedge, or jacking and gauging
as directed. Furnish measurements in writing to Port
Engineer.B. Drawing:Disconnect and make necessary removals and replacements of
coupling guards, hand railing and other interferences in way
of removal and temporary stowage of intermediate section
of the line shaft to permit the withdrawal of the tailshaft.

Remove line shaft bolts, rig and remove and stow intermediate.

Upon drydocking of vessel, erect necessary staging in way
of stern area.

Remove fairwater and rope guard.

Remove propeller nut, jump wheel, and draw in tailshaft.
Remove and replace key, clean tailshaft taper and keyway.Draw out and clean water service lines at top and bottom.
Clean and coat well in stern tube between bearings with Apextor.Check wood retainer rings in way of forward and aft bearings
for soundness. (Continued).

2. continued.

C. Tailshaft Examination:

Furnish labor to grind out crack to bottom for examination by A.B.S. and Owner's Representative.

Apply magnetic particle test for fractures.

The test to be approved by the U.S.C.G., A.B.S. and Owner's Representative.

D. Tailshaft Replacement:

Run out tailshaft and make up in good order.

Rig and install propeller, using a continuous live rubber seal ring at forward end.

Harden nut to the satisfaction of the Owner's Representative, U.S.C.G., and A.B.S.

Replace rope guard.

Install fairwater cap. Fill nut recesses with cement.

Fill propeller hub and fairwater cap with approved compound.

Rig intermediate section of the line shaft in position.

Replace spring bearing.

Check flange alignment and replace or renew coupling bolts as necessary for proper fit.

Replace coupling guard.

Pack stern tube with approved packing.

Replace drip pan in way of packing gland.

\$ 3,250.00

3. SEA VALVES:

Open for examination the following sea suction and overboard discharge valves:

- | | |
|--|----------|
| 1. Main circulator - low injection | Size 26" |
| 2. Main circulator - high injection | Size 26" |
| 3. Main circulator - bilge suction | Size 18" |
| 4. Auxiliary circulating pump overboard discharge and suction (2 valves) | Size 12" |
| 5. Eductor overboard discharge, located in port side of after cofferdam (2 valves) | Size 12" |
| 6. After fire pump sea suction, shaft alley | Size 6" |
| 7. Forward fire pump sea suction, lower engine room | Size 6" |
| 8. Forward fire pump overboard discharge, lower engine room | Size 4" |
| 9. After fire pump overboard discharge, shaft alley | Size 4" |
| 10. Main generator and motor coolers, overboard discharge | Size 3½" |
| 11. Feed pump bearing cooling line overboard discharge | Size 1½" |
| 12. Refrigeration pump overboard discharge | Size 1½" |
| 13. Forward bilge pump overboard discharge, lower engine room | Size 3" |
| 14. After bilge pump overboard discharge, shaft alley | Size 3" |

(continued)

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Plaintiff's and Third-Party Defendants' Exhibit 8

S.S. "COLUMBIA" AND OWNERS

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3.	continued.	
15.	Sanitary pump sea suction, shaft alley	Size 3"
16.	Salt water service pump suction, shaft alley	Size 3"
17.	Evaporator flow overboard, lower engine room	Size 1½"
18.	Circulating water lube oil-cooler, overboard	Size 3½"
19.	Boiler blow overboard	Size 2"
20.	Cooling water overboard discharge, Auxiliary generator	Size 1½"
21.	Transfer pump sea suction, located in forward starboard cofferdam	Size 6"
22.	Forward fire and bilge pump, overboard discharge, located in port side, of forward port cofferdam	Size 5"
23.	Stripping pump overboard discharge, located starboard side on after cofferdam.	Size 5"
24.	Distilling cooling water overboard	Size 2"
25.	Fuel Oil transfer pump overboard discharge.	Size 2"
26.	Shaft water service overboard discharge	Size 1½"
27.	Main circulating pump overboard	Size 24"
28.	After pumproom, port and starboard sea valves (2 valves)	Size 12"
29.	Refrigeration Pump sea suction	Size 2"
All valves opened for examination to have new valve stem packing, new bonnet gaskets, grease and free up all tight stems. Renew any damaged or wasted studs or nuts. Machine valve disc and seats as found necessary. Grind in valve discs to seats. Pitting in way of steel valve bodies to be cleaned to good metal, built up by welding or approved epoxy cement as designated by the Owner's Representative. Close up all valves in good order. Valves of 12" or over to have interior surfaces painted with an approved coating and applied in accordance with the manufacturer's recommendation.		
Remove and replace feed pump bearing cooling line overboard discharge valve - 1½" diameter.		
Remove old epoxy, scale and clean to bare metal, build up internal lower (throat) surfaces of valve body in way of seat of Auxiliary Circulating Pump Sea Suction (12" diameter) Valve with red hand cement or equal to a smooth surface, feathering edges of the repaired area, approximately two (2) square feet of area.		
Remove old epoxy cement, scale, clean to bare metal, build up pitted and eroded internal surfaces of the Main Circulator Low Injection Sea Valve with red hand cement to a smooth surface, feathering edges of the repaired area, approximately two (2) square feet.		
		\$ 2,200.00
4.	<u>SEA CHEST AND STRAINERS:</u>	
Furnish labor and material to erect necessary staging and remove all sea chest strainners. Clean interior of chest and all of strainer plates and paint with Apxior.		
Re-build the main injection plate by installing a total of forty- eight (48) 1/4"x2½"x5'0" shaped flat bars in same. Install a total of five (5) new 3/4"x3" steel studs in chest before installing strainner in plate.		
Fabricate and install one (1) new strainer for the forward pumproom.		
Size of plate, approximately 3/8"x14" with holes drilled in same.		
		1,231.00

S. S. "COLUMBIA" AND OWNERS

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5.	<u>ENGINE ROOM DOUBLE-BOTTOM TANKS:</u>	
	Remove plugs from four (4) engine room double-bottom tanks. Wash down tanks with fresh water and clean out.	\$ 457.00
6.	<u>AUXILIARY GENERATOR AMPLIDYNES:</u>	
	Remove one (1) amplidyne from each of the auxiliary generators. Send amplidyne to G.E. Service Shop for Repairs. After repairs are complete, return to ship and install as original. Test and prove same operable.	919.00
7.	<u>PORT AND STARBOARD BOILERS, FIRESIDE CLEANING:</u>	
	Remove the following doors, port and starboard boilers: Header inspection doors - "O" hole doors - Access doors to fire box. - Inspection doors in way of generator tubes and loop end doors. All generator, superheater, economizer and air heater tubes to be sliced, scaled, hand lanced as necessary, swept and blown down with air, including stack, uptakes, fan damper vanes, and casing air ducts. Remove loose scale, soot and debris from fire box and air ducts. Finally, wash from stack down to fire box with 150° F water. After final cleaning and approval of Owner's Representative, close up in good order.	900.00
8.	<u>HAGAN BOARD (REPAIR AND ADJUST):</u>	
	Furnish services of Hagan Board Service Engineer to repair and adjust board.	385.00
9.	<u>BOW SHELL PLATE RENEWAL - INSURANCE - SEPARATE INVOICE.</u>	INSURANCE
10.	<u>PORT AND STARBOARD DEEP TANK SHELL PLATE RENEWAL - INSURANCE - SEPARATE INVOICE.</u>	INSURANCE
11.	<u>MAIN GENERATOR TURBINE GOVERNOR VALVE:</u>	
	Furnish labor and material to open the main turbine governor valve. Remove the double-seated stem to shop and machine seats. Return stem to ship and grind into seats in valve body. Upon completion of grinding, and when directed, close up valve complete and replace linkage and other removals. Replace damaged insulation. When ship's plant is in operation, the valve is to be tested and proven in good working condition. The above is to be accomplished under the direct supervision of G.E. Service Engineer.	1,039.00

S. S. "COLUMBIA" AND OWNERS

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12.	<u>70# and 150# REDUCING VALVES:</u>	
	Furnish labor and material to remove the 70# and 150# reducing valves from ship to shop.	
	Send valves to reputable repair shop to be completely rebuilt.	
	Upon completion of repairs, return to ship and install in lines as original, using new gaskets, and fastenings. Replace disturbed insulation.	
	Test the valves under working conditions and prove in good order. \$ 482.00	
13.	<u>70# AND 150# STOP VALVES:</u>	
	Dismantle from line and rig to shop 70# and 150# stop valves.	
	Furnish services of reputable repair shop to rebuild valves.	
	Upon completion of repairs, return to ship and install in lines as original, using new gaskets and fastenings.	
	Replace disturbed insulation.	
	Test under working conditions and prove operational. 500.00	
14.	<u>HEATING COILS, PORT AND STARBOARD DEEP TANKS:</u>	
	Furnish labor and equipment to hook up yard air to deep tank heating coil piping.	
	Hold air pressure at approximately 100 p.s.i. and search out lines for leaks.	
	After a period of four (4) hours at yard pressure, have checked out and passed by ship's first officer. 450.00	
15.	<u>STORES HANDLING:</u>	
	Furnish necessary labor, crane service, and boxes for handling stores. 720.00	
16.	<u>PORt ANCHOR CHAIN:</u>	
	Range anchor chain for examination by A.B.S. and U.S.C.G.	
	Remove loose scale and rust from anchors and chains.	
	Mark shots.	
	Examine connecting links.	
	Scrape and scale chain locker.	
	Remove scale and debris and prove siphon clear (port).	
	Coat chain and chain locker with fish oil,	
	Restow chain. 964.00	

17. SPRING BEARING:
 Open spring bearing for examination.
 Roll out bearing halves and rig to shop.
 Clean out oil pockets in pedestal.
 Melt out old bearing metal from bearing shells.
 Clean and retin bearing shells.
 Pour new bearing.
 Machine to designed clearance.
 Cut oil grooves as original (top half).
 Rig to ship.
 Fit bearing by "bluing" and scraping to approval of Owner's Representative.
 Fabricate and install 3/8" x approximately 18" I.D. brass oil seal.
 Close up in good order. \$1,852.00
18. WHISTLE PULLS (MIDSHIP HOUSE):
 Furnish labor and material to check out, adjust, and test hand whistle pulls to satisfaction of U.S.C.G.
 Open cableway casings.
 Clean up and oil pulley sheaves.
 Adjust cable tension.
 Check out at four (4) locations, house top, pilot house, bridge wings, port and starboard.
 Upon completion, close up in good order. 492.00
19. AFT FIRE PUMP MOTOR , 50 H.P.:
 Furnish labor and material to perform the following:
 Remove from ship to shop.
 Disassemble motor.
 Set up bearing housing in machine and bore opening for bearing to approximately 1" larger diameter.
 Turn bushing to correct O.D. for a pressed fit in above hole.
 Press bushing in bearing housing.
 Set up bearing housing and bore bushing to correct diameter to accept new bearing.
 Wash all components in approved solvent.
 Thoroughly inspect components (coils, stator and rotor, wedges and rings, seals, etc.).
 Reassemble using a total of two (2) new bearings.
 Bake out until an acceptable resistance reading is obtained.
 Apply one (1) coat insulating varnish to stator and rotating coils.
 (continued)

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19. continued.
 Bake until dry.
 Return to ship and install in good order.
 Prove operational. \$ 475.00
20. OUNDING LINES, NO. 2 FUEL OIL TANKS, PORT AND STARBOARD:
 Furnish labor and material to remove obstructions from port and starboard sounding lines in deep tanks.
 Crop both lines at the forward pumproom tank top and at approximately 14'0" above. Remove blocked piping from ship.
 Install two (2) pieces, port and starboard, 1½" Schedule 80 Black Pipe, approximately 14'0" each, using two (2) 2" S.O.W. couplings on each sound line, a total of four (4) couplings. 381.00
21. NOT USED.
22. 70# EXTRACTION VALVE:
 Furnish labor and material to remove valve to shop.
 Furnish services of sub-contractor to overhaul valve.
 Upon completion, replace in line, using new gaskets and fastenings.
 Replace disturbed insulation.
 Prove operational. 250.00
23. CANCELLED - SEE ITEM # 50.
24. ATMOSPHERIC DRAIN TANK:
 Furnish labor, material and equipment to burn hole in shell of the drain tank, approximately 14"x14", Remove obstruction from inside of tank.
 Fabricate a 3/8"x16"x16" steel shaped plate and install same in way of opening by drilling, tapping and installing approximately thirty-two (32) studs in tank. (This is to be a portable access plate). 280.00
25. STARBOARD ANCHOR CHAIN (INSURANCE):
 Range anchor chain for examination by A.B.S. and U.S.C.G.
 Clean chain and anchor of loose rust and scale.
 Mark shots.
 Examine connecting links.
 Remove starboard devil's claw from ship to shop.
 Heat and straighten to original configuration.

(continued)

S. S. "COLUMBIA" AND OWNERS

Page # 8.

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25. continued.

Return to ship and install in good order.

Remove starboard anchor windlass brake band.
Furnish services of sub-contractor to reline brake band.

Return band to ship and install in good order.

Stow anchor chain.

INSURANCE

26.

AUXILIARY CIRCULATING DISCHARGE VALVE AND CROSS-OVER VALVES:

Furnish labor to open the 12" auxiliary discharge valve and the two (2) 12" crossover valves in the lower engine room.

Clean up discs and seats of the valves. Clean interior of valve bodies. Reassemble the valves, after inspection, using new gaskets, bolts and nuts. Repack valve stem.

\$ 400.00

27.

MISCELLANEOUS ELECTRICAL REPAIRS:

Furnish labor and material to remove and renew one (1) salinity indicator in engine room.

Remove loose wire in engine room and cover the opening where old light receptacle was removed.

Check out the strip heaters on the main motor, and the main generator.

Make necessary repairs to place same in operating condition.

475.00

28.

MISCELLANEOUS VALVE REPAIRS:

Furnish labor and material to remove the two (2) 3" globe valves from the vacuum lines between the main and auxiliary condensers.

Open the valves, grind in discs and seats. Repack stem and re-assemble valves, using new gaskets, bolts and nuts.

Test valves and prove same tight.

Return to ship and reinstall in line with new gaskets, bolts and nuts.

300.00

29.

CARGO PUMP TRANSFORMER - INSURANCE - SEPARATE INVOICE.

INSURANCE

30.

HULL ZINC PLATES:

Furnish labor and material to install a total of twenty-six (26) 1"x6"x12", weld-type zinc plates on the stern area of ship.

Remove old, flat bar by burning and chipping before installing new zines.

650.00

S. S. "COLONIAL" AND OWNERS

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31. UPPER AND LOWER PINTLE RINGS:

Furnish labor and material to erect staging on both sides of rudder.

Remove inspection plates and take clearance readings of both pintle pins.

Remove the lower pin and clean up taper. Place the pin in lathe and machine off the deteriorated threads. Clean up taper in gudgeon and reinstall pin and harden up on both nuts to the satisfaction of all interested parties. Install nut keepers on both nuts.

Replace inspection plates as original, and install flat-bar keeper on lower edge of skeg.

\$ 800.00

32. #4 LIFE BOAT (U.S.C.G. REQUIREMENT):

Furnish labor to remove all equipment from the #4 life boat. Clean the entire interior. Test all tanks and repair as necessary.

Remove the life boat from ship to shop and renew the A-Port Aft plate.

Size of plates is 4'0"x8'0".

Test to satisfaction of the Owner's Representative and U.S.C.G. Inspector.

Paint interior of boat and replace all removals.

Rig to ship and stow.

1,205.00

33. ANNUAL INSPECTION, CO-2 CYLINDERS:

Furnish labor to disconnect and weigh for the U.S. Coast Guard Inspector a total of seventy (70) cylinders, located as follows:

- 2 - 50# cylinders - fire room.
- 7 - 50# cylinders - passageway poop deck house.
- 20 - 100# cylinders - passageway poop deck house, aft.
- 6 - 50# cylinders - three (3) in amidships' shelter and three (3) located in after pumproom house.
- 35 - 15# cylinders - portable extinguishers at various locations around vessel.

Recharge light cylinders as required.

Test out control pulls, lines, straps and bells.

Connect up cylinders and leave in good operating order.

Furnish vessel, Port Engineer, and U.S. Coast Guard with affidavit of inspection and record of weights and hydrostatic test data.

400.00

S. S. "COLUMBIA" AND OWNERS

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34. MAIN CIRCULATING PIPE DISCHARGE PIPE:

Furnish labor and material to remove bolts from the flanges on the main circulator discharge pipe in lower engine room.

Rig pipe and raise up above floor plates for inspection.

Clean the interior of pipe and reinstall pipe, using new gaskets, and bolts, nuts as necessary.

Replace all removals, test and prove tight.

\$ 509.00

35. MISCELLANEOUS ENGINE ROOM PIPE:

Furnish labor, material and equipment to make the following pipe renewals:

- A. Remove and replace one (1) shaped 4" soil line in upper engine room, starboard side.

Section is approximately 8'0" long, flanged one (1) end, and butt welded other end, with two (2) 45° offsets in same.

Will require staging.

- B. Remove and replace one (1) straight section of 2" galvanized sanitary line in the upper engine room. Section of pipe is approximately 10'0" long, with one (1) end flanged, other end butt welded.

464.00

S. S. "COLUMBIA"

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36. #1 AND #6 DOUBLE-BOTTOM TANKS: (FOUR (4) MANHOLES):

Furnish labor to remove the two (2) manhole covers from the #1 and #6 double-bottom tanks for inspection of tank interior.

After tank is inspected and when directed, replace covers with new gaskets and grommets. Drill out and renew seventeen (17) broken studs.

Furnish and deliver to Chief Mate two (2) Tee handle wrenches to fit manhole cover nuts.

\$ 660.00

37. SHELL PLATE GAUGING:

Furnish labor and equipment to drill one (1) 1/2" hole in shell plate in way of aft pumproom, starboard side. Take thickness reading of plate and weld up hole.

20.00

38. SHELL SANDBLASTING AND COATING:

Furnish labor, material and equipment to sandblast to bare metal and coat with one (1) coat Dimetcote #4, and one (1) coat of #86 Primer on area approximately 3½' wide x 300"O" long on the port and starboard sides of ship's hull as designated by the Owner's Representative.

2,100.00

39. AIR HEATER TUBES, PORT AND STARBOARD BOILER:

Furnish labor, material and equipment to make necessary removals and remove and renew the entire upper bank of air heater tubes in both the port and starboard boilers. A total of four hundred forty one (441) 1½" 14-gauge, 7'1½" long tubes in each boiler.

After new tubes are installed and rolled, replace all removals and leave boilers ready for fire.

3,694.00

40. MISCELLANEOUS DECK REPAIRS AND SUPPLIES:

Furnish labor, material and equipment to perform the following:

A. Fair and reweld one (1) 1" rail stanchion on each of the #2 and #3 king posts.

B. Remove the top clamp on the #2 cargo boom rest, heat, fair up and reinstall with new pin.

C. Furnish and install one (1) door handle on the phone box located on bow of ship.

D. Fabricate two (2) hatch securing brackets, and install one (1) on the #1 hatch and one (1) on the #4 hatch.

Size brackets - 3/8" x 3" x 3" channel slotted for bolt and welded to hatch.

(continued)

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Plaintiff's and Third-Party Defendants' Exhibit 8

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Page # 12

JOB V-2494

40. continued.

E. Remove one (1) section of 3/4" cable leading from top of the forward mast down to the bow. Crop off the top section of mast, approximately 6'0" and weld cover over remaining section of mast. Burn off and chip holding bracket located on the bow.

F. Erect necessary staging under the hatch stops, located at the #6 hatch. Remove the two (2) rubber bumpers from the end of stops and install, approximately 18" of 4" pipe to extend the hatch stops aft so hatch will stand in vertical position when open.

Alter the hatch track stop by cropping out section and moving the stop and catch aft to line up with the new position of hatch.

After completion of alteration, ship's crew will operate hatch for proper alignment and stopping.

Remove staging upon completion.

G. Burn out 8"x8" section of #6 hatch in way of damaged bracket. Fabricate a 1/2"x8"x8" insert and weld in hatch. Fabricate a new securing bracket (same as paragraph D) and install same by welding.

H. Furnish and deliver to Chief Mate a total of six (6) 16" port light retainer rings (brass).

I. Furnish and deliver to Chief Mate a total of six (6) Sloan flush valve repair kits.

\$ 1,556.00

5. S. "COLUMBIA" AND OWNERS

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JOB V-2494

41.	NOT USED		
42.	<u>CO-2 FULL HANDLE ACCESS COVERS (U.S.C.G. REQUIREMENT):</u>		
	Furnish labor and material to fabricate four (4) metal frames, size 12"x12", with breakable glass in frames and install same in the expanded metal guards around fire extinguishing bottles in locations as designated by U.S.C.G. Inspector.	\$ 280.00	
43.	<u>INBOARD EVAPORATOR:</u>		
	Furnish labor and material to open the inboard evaporator door and drill out a total of five (5) broken studs. Install five (5) new 3/4"x3" steel studs in way of removed studs (ship's force to clean evaporator and close up).	\$ 175.00	
44.	<u>Rudder Repairs:</u>		
	Furnish labor, material and equipment to vee out approximately 4'0" of fractured weld in the port side of rudder and reweld. Test rudder upon completion, and prove tight.	150.00	
45.	<u>PORT AND STARBOARD BOILER VALVES (A.B.S. REQUIREMENT):</u>		
	Furnish labor and material to open the main steam stop valve, the auxiliary steam stop valve, and the bottom blow-down valve on the port and starboard boilers.		
	Clean up and grind in seats and discs and have same inspected by interested parties. After inspection, close valves as original, using new gaskets, bolts and nuts and repack stems. Renew insulation as necessary.	293.00	
46.	<u>AIR EJECTOR VALVE:</u>		
	Furnish labor and material to remove one (1) 2" flanged gate valve from the air ejector in engine room.		
	Install a new valve in line, using new gaskets, bolts and nuts.		
	Valve is 2", 150# flanged steel.	146.00	
47.	<u>FRESH WATER:</u>		
	Furnish labor and equipment to connect hose to ship's fresh water filling line and supply ship with 100 tons of fresh water. Remove hose upon completion.	75.00	

S. S. "COLUMBIA" AND OWNERS

Page # 14

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48.

CARGO LOADING WINCH GUARDS:

Remove as directed a total of eight (8) wasted and deteriorated cargo loading winch guards.

Using old guards as a pattern, fabricate eight (8) replacement guards. Approximately six (6) square feet of 8-gauge galvanized sheet metal and three (3) 3" steel butt hinges, one (1) piece 3/8"x3"x3"x18" angle, one (1) piece 3/8"x3"x2'0" flat bar required for each guard.

Approximate sizes: Four (4) guards, 20"x42"x4".
Four (4) guards, 48"x42"x4".

Upon completion, return to ship and install in good order.

All new and repaired work to receive one (1) coat of primer and one (1) coat of color paint.

Leave area in clean condition ready for sea.

\$ 797.00

49.

REACH ROD FOREPEAK TANK:

Furnish labor and material to check reach rod, forepeak tank suction. Free up and lubricate bearings.

Fabricate a new reach rod fork yoke to permit opening and closing of valve.

Install on valve and reach rod in good order.

Yoke piece approximately 12"x2 $\frac{1}{2}$ "x3/8" flat bar.

150.00

50.

FORWARD PUMPROOM FLOOR GRATING:

Furnish labor and material to:

Remove unsafe pumproom grating from ship to shop and fabricate new gratings as original:

Three (3) gratings to deal with:

One (1) 14"x5'1".

One (1) 23"x6-3-3/4".

One (1) 3'7 $\frac{1}{2}$ "x5'1".

All gratings are to be bounded with 3/8"x2 $\frac{1}{2}$ " flat bar, approximately 60'0" required. Use 3/4"x3/4" square bar spaced on 2'0" centers. A total of 240 linear feet required.

Upon completion, return to ship and install in pumproom in good order.

Clean area, remove scrap and debris from vessel.

New and repair work to receive one (1) coat primer and one (1) coat color paint.

606.00

S S. "COLUMBIA" AND OWNERS

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51.

DECK STEAM LINE BRACKETS:

Furnish labor and equipment to reweld a total of four (4) 4" pipe brackets and one (1) pipe bracket on the deck steam and exhaust line under the forecastle deck.

\$ 67.00

52.

BOILER REFRACTORY:

Furnish labor to install owner furnished refractory in the starboard boiler under the direction of the Chief Engineer. (Remove and replace refractory in way of bottom side wall headers for inspection).

141.00

53.

SANITARY PUMP DISCHARGE VALVE:

Furnish labor and material to remove and renew the 2 $\frac{1}{2}$ ", 150# flanged valve on the sanitary line in the shaft alley. Install valve, using new gaskets, bolts and nuts. Test and prove tight.

NO CHARGE
YARD DAMAGE

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Plaintiff's and Third-Party Defendants' Exhibit 8

S. S. "COLUMBIA"

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JOB V-2494

54. MISC. ELECTRICAL REPAIRS:

Furnish labor and material to perform the following electrical repairs.

- (a) Repair contact maker for General alarm circuit located in engine room.
- (b) Check out bow phone completely, selector switch, bell and crank for coil. Renew broken handle on phone box.
- (c) Remove ground from general alarm bell located in the forward port passageway in the aft deck house.
- (d) Remove ground from the general alarm bell located in the machine shop.

\$ 295.00

55. STEAM SMOTHERING SYSTEM (USCG REQ):

- (a) Furnish labor and material to remove the bonnets from a total of fifteen (15) 1" and 1½" valves on the steam smothering manifolds located on the forecastle deck. Clean and free up the valve stems. While the valve bonnets are off, blow out with air the steam smothering line and prove same free of obstructions. Upon completion of blowing out with air, replace the valve bonnets using new gaskets, bolts and nuts, and repack valve stems.

Fabricate and install two (2) new brass valve stems for two (2) of the steam smothering valves.

After completion of repairs, test steam smothering to the satisfaction of the USCG inspector.

650.00

56. MAIN CIRC. & AUX. GEN. CIRCUIT BREAKER REPAIRS:

- (a) Furnish labor and material to adjust and lubricate the #1 and 2 aux. generator circuit breakers.
- (b) Change the main circulator feed leads from 225 amp breaker to the 400 amp circuit breaker on the main switchboard. Fabricate and install new bus bars to accommodate change over.
- (c) Clean aux. contacts in main circulator controller and make repairs to overload relays.
- (d) Pull end bells from main circ. motor, wash brush rigging and rotor and bake out same. After baking out close up motor and test run same to the satisfaction of owners representative.

850.00

57. DOCK TRIAL:

Furnish labor and equipment to secure ship for dock trial and assist ships force in conducting dock trial.

After the dock trial is complete, remove all excess mooring lines.

250.00

E 40

Plaintiff's and Third-Party Defendants' Exhibit 8

~~S.S. "COLUMBIA" AND OWNERS Page # 17~~

JUL V-2/24

58. FORE AND AFT FIRE PUMPS REPAIRS (USCG REQ):

- (a) Furnish labor and material to remove the relief valves from the fore and aft fire pumps from ship to shop. Open the valves, clean up seats and discs, free up springs, and reassemble valves using new gaskets, bolts and nuts. Place valves on test block and test and set to required pressure.

Return valves to the ship and install in lines as original using new gaskets, bolts and nuts.

- (b) Remove the discharge ell from the aft fire pump to shop. Set up in jig and fabricate a new ell using extra heavy fittings. Size of ell is 3"x5" flanged. Return to ship and install in line using new gaskets, bolts and nuts.

After repair and installations are complete, test relief valves and new ell to satisfaction of the USCG Inspector.

\$ 408.00

59. FORCED DRAFT DAMPERS:

Furnish labor and material to free up and resecure the port and starboard boiler forced draft dampers and prove same in good working condition.

125.00

60. DIESEL GEN. STARTER:

Furnish labor and material to remove one (1) starter from the emergency diesel generator. Send starter to Patten Sales Inc. for repairs. (After repairs, return to ship and crew will install).

Resecure one (1) lead to battery connection.

215.00

61. CARGO PUMP TRANSFORMER - 2300 VOLT - 440 G.E. (INSURANCE)
Separate Invoice.

INSURANCE

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Plaintiff's and Third-Party Defendants' Exhibit 8

S. S. "COLUMBIA" AND OFFICES

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62. PORT SIDE SHELL PLATE F-4 AND F-5:

Shell plates F-4 and F-5 on port side to be cropped and part renewed as one (1) plate, approximately 5'5" x 21'01" shaped 5/8" plate.

Intervals in way to be cropped and renewed or heated and fairled as required. *Actual 140*

Staging, coating and testing to be affected.

\$ 1,974.00

603. SERVICES:

- A. Furnish line handlers to handle vessel in and out of yard and any shifting of vessel.
- B. Connect and supply electrical shore power as required by vessel, and connect and disconnect as required by shifting of vessel in yard.
- C. Connect fresh water line and supply fresh water as required.
- D. Connect and disconnect circulating water as required by vessel.
- E. Supply steam barge to supply steam, connect and disconnect steam lines as required by vessel.
- F. Hook up telephone in location as directed by Port Engineer.
- G. Furnish suitable gangway for access to vessel.

*Actual
779*

TOTAL THIS INVOICE

\$43,135.00

Pd 6/2/65 15,000.00

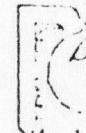
Bal. 28,135.00

Pd 7/15/65

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E 42

PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 9

WEATHER BUREAU RECORDS



U.S. DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
ENVIRONMENTAL DATA SERVICE
National Climatic Center
Federal Building
Asheville, N.C. 28801

SEP 17 1974

TO WHOM IT MAY CONCERN:

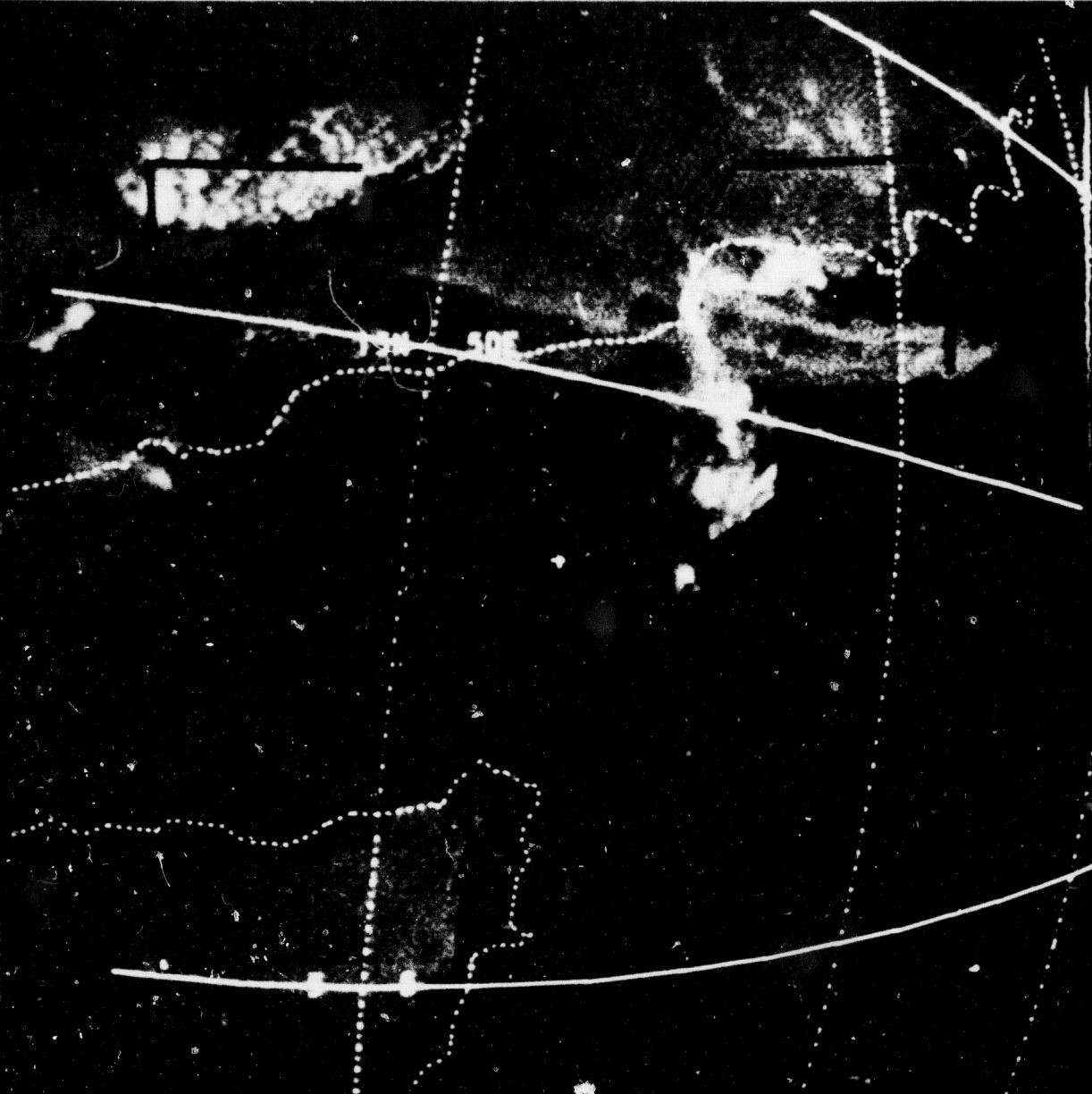
I hereby certify that the annexed are true copies of the specified records and/or publications for the times and places indicated thereon on file in the National Climatic Center.

George A. Lankton
Certifying Officer

NOAA FL 24-313
(2-73)

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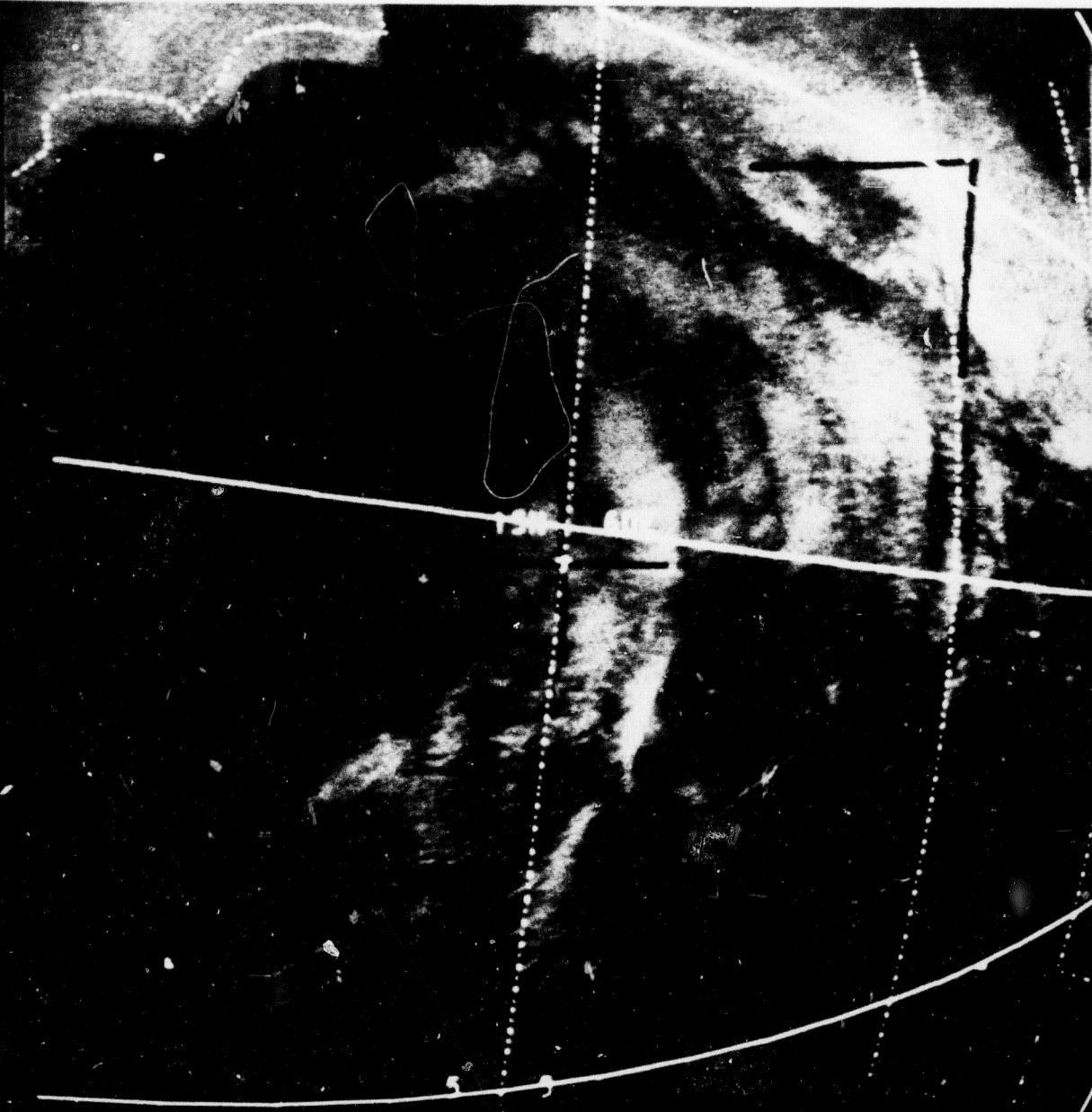
Plaintiff's and Third-Party Defendants' Exhibit 9



YR MO DY HR MIN SC TK EG S ESSA M C LAT SP LONG SP ORBIT FR
66 8 2 10 8 17 13 54 F .1 T 11 15N .5 50E 5 2584 13

E 44

Plaintiff's and Third-Party Defendants' Exhibit 9



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E 45

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Plaintiff's and Third-Party Defendants' Exhibit 9

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Plaintiff's and Third-Party Defendants' Exhibit 9

Date of issue		Name of Captain		W.R. Form 613-1 11-44		U.S. DEPARTMENT OF COMMERCE Marine Service		INSTRUCTIONS	
Ex. 21-55	W.F.C. KUNNE	Place	Cochin, India	Date	1953	Ship's Weather Observations		Code 177	Code 177
(U.S.) KG VI		To	Australia, Ethiopia	Time	10:00	Reportable Hours 16-10-10-10-10-22-12	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Instructions
1953-7-6 WB 117				Min.	Max.	Wind Force (Beaufort)	Wind Direction	Sea State	Cloud Cover
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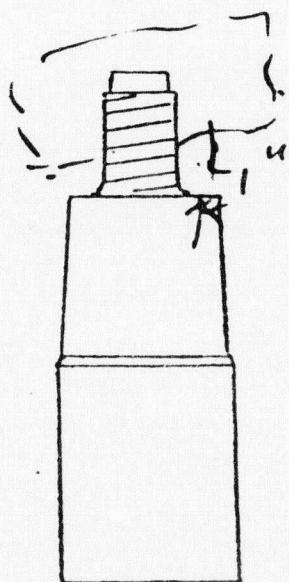
Oversize foldout(s) found here in
the printed edition of this volume
are found following the last page
of text in this microfiche edition

SEE FOLDOUT NO. 1 - 4

E 52

PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 11

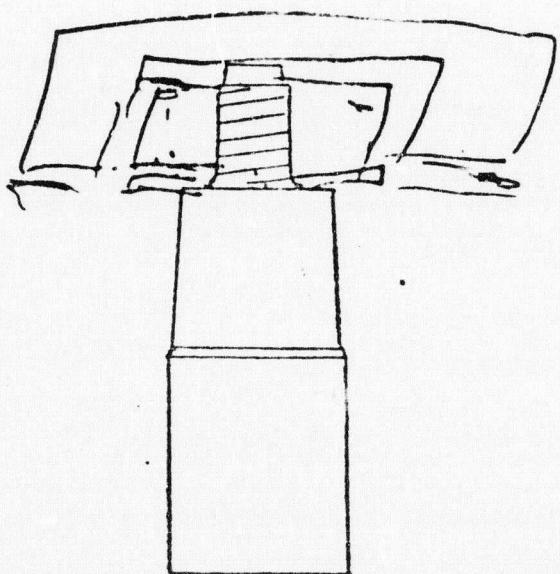
SCHEMATIC, PINTLE NUT



E 53

PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 12

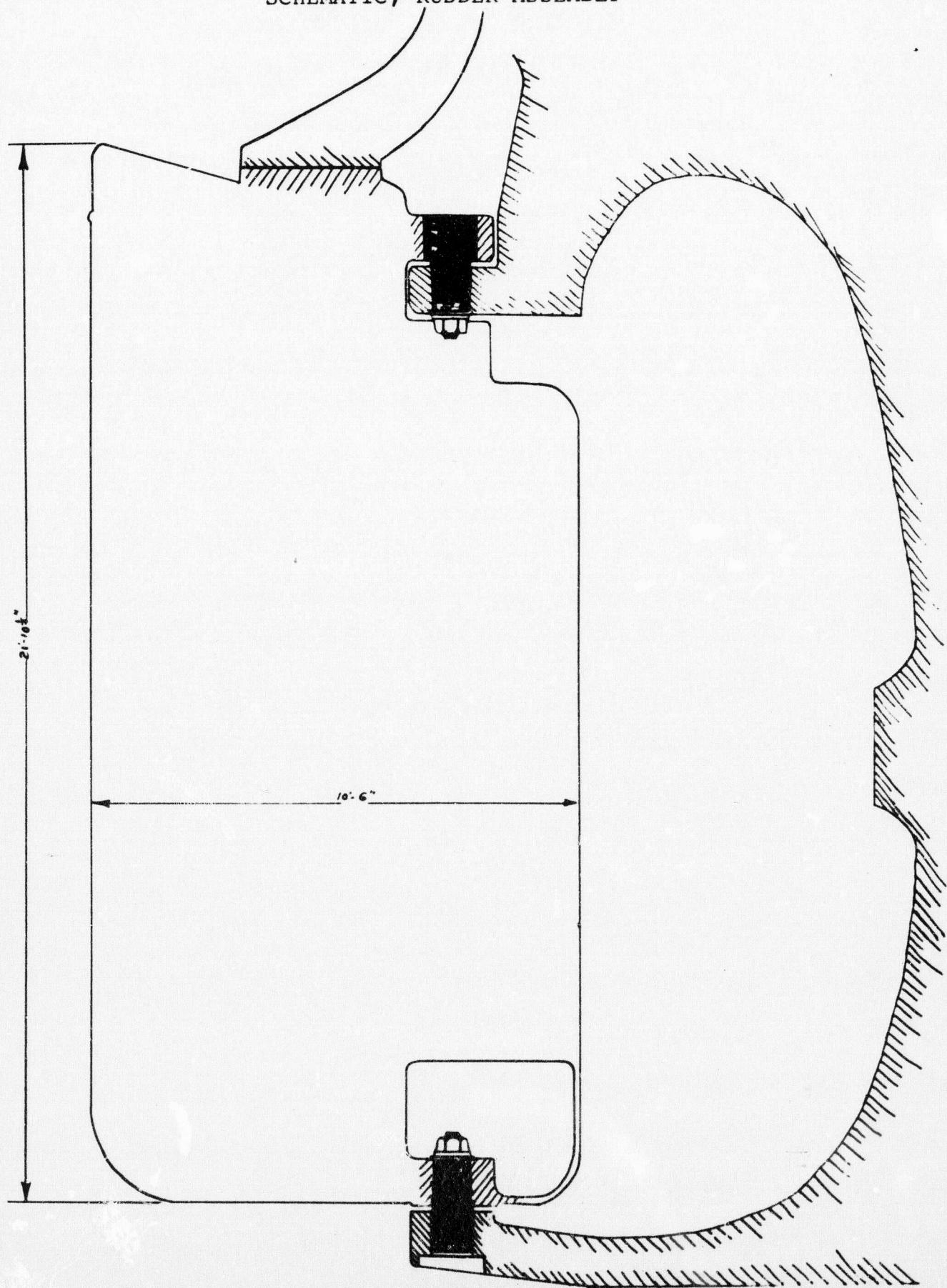
SCHEMATIC, HORSESHOE KEEPER BAR OVER PINTLE



E 54

PLAINTIFF'S AND THIRD-PARTY DEFENDANTS' EXHIBIT 14

SCHEMATIC, RUDDER ASSEMBLY



SHIP'S WEATHER CODE

ESSA Form 72-1
(1-68)**SHIP'S WEATHER****INTERNATIONAL SHIP**99L_aL_aL_a Q_cL_oL_oL_o YYGGi_w Nddff VVwwW PPPTT N_hC_L^hC_MC_H D_sv_sapp OT_sT_sT_dT_d T

How to use the information below.

All necessary tables and explanations are included on this cover. The column numbers from the forms inside match the aid numbers printed below. Cloud identification photos are printed on the last three pages of this pad.

Q_c

AID NO. 3
QUADRANT OF GLOBE

Code FigureLocation of Ship

1 NORTH Latitude, EAST Longitude
3 SOUTH Latitude, EAST Longitude
5 SOUTH Latitude, WEST Longitude
7 NORTH Latitude, WEST Longitude

Choose one
1 or 7

NORTH Latitude, 0° or 180°
Longitude
SOUTH Latitude, 0° or 180°
Longitude

Choose one
3 or 5

EQUATOR, EAST Longitude

Choose one
1 or 3

EQUATOR, WEST Longitude

Choose one
5 or 7

EQUATOR, WEST Longitude

i_w

AID NO. 7
WIND INDICATOR

Code FigureType of wind reported0
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Estimated
Measured by anemometer } METERS PER
SECOND
Estimated
Measured by anemometer } KNOTS

Note: U. S. Synoptic reports (Ship and Land) use knots -
Code figures 3 and 4.

NVI
TOTAL C

Code Figure	Cloud Amt.	
	Eighths	Tenths
0	0	0
1	1 or less	1 or less
2	2	2-3
3	3	4
4	4	5

NOTE: Use "7" for "over" openings.

dd or d_wd_wAID NO.
WIND OR SWELL

Wind or swell wave direction of the compass. "00" is used for true North. Since the code figures 9 and 37, prefix a "0" to a follow:

True direction Nearest degree	36 point Code fig
315	32
314	31
4	36
5	01
90	09
Calm	00

ffAID NO.
WIND SPEED

Report wind speed:
If speed is over 99 knots, report excess over 100 knot.
100 knots if "dd" is coded a zero.

U.S. DEPARTMENT OF COMMERCE
ENVIRONMENTAL SCIENCE SERVICES ADMINISTRATION
WEATHER BUREAU

OBSERVATIONS

WEATHER CODE

$T_w T_w t_T (2I_s E_s E_s R_s) 3P_w P_w H_w H_w d_w d_w P_w H_w H_w$ (ICE followed by plain language or C₂KD₁re)

D NO. 8 LOUD AMOUNT

Code Figure	Cloud Amount.	
	Eighths	Tenths
5	5	6
6	6	7 and 8
7	7 or more not 8	9 or more not 10
8	8	10
9	Celestial dome obscured or cloud amount cannot be estimated.	
with		

N. 9 AND 37 WELL DIRECTION

irection is reported to 36 points if only for "calm", "36" is used. e calls for two figures in Cols. points or less. Some examples

re

NOTE: When the wind speed ("ff" below) exceeds 99 knots, add 50 to direction.

NO. 10 D IN KNOTS

whole knots using two figures. dd 50 to "dd" (Col. 9) and re. "00" is used for "calm" (or 1 to 86). Prefix 1 to 9 kts with

VV

AID NO. 11
PREVAILING VISIBILITY

Code Figure	Visibility Range Nautical miles	Code Figure	Visibility Range Nautical miles
90	Less than 50 yds.	95	1 to less than 2
91	50 yds. to 199 yds.	96	2 to less than 5
92	200 yds. to 1/4 n.mi.	97	5 to less than 10
93	1/4 n.mi. to less than 1/2	98	10 to less than 25
94	1/2 n.mi. to less than 1	99	25 or more

WW

AID NO. 12
PRESENT WEATHER

Code Figures 00 - 49 No precipitation at ship now
Code Figures 50 - 99 Precipitation now

Use highest code figure applicable except that 17 has preference over 20 to 49.

00 - 03 CHANGE OF SKY DURING PAST HOUR

Code Figure

- 00 Cloud development not observable
- 01 Clouds dissolving or becoming less developed
- 02 No important change in sky condition
- 03 Clouds generally forming or developing

04 - 09 SPRAY, SMOKE, HAZE, SAND OR DUST

- 04 Visibility reduced by smoke (not ship's smoke)
- 05 Dry haze
- 06 Widespread dust suspended in air
- 07 Blowing spray at the station
- 08 Dust whirls in past hour
- 09 Dust or sand storm in sight past hour

10 - 12 LIGHT FOG (SEE 40 - 49 FOR OTHER FOG)

- 10 Light fog, visibility 1/2 mile or more

IN PATCHES ← → CONTINUOUS

- 11 Fog less than 33 ft. deep
Visibility less than 1/2 mile
- 12

[WW] Continued from above

Code
Figure

3 - 16 PHENOMENA NOT AT SHIP

- 13 Lightning visible, no thunder
- 14 Precipitation in sight, not reaching sea
- 15 Precipitation in sight, 3 or more miles away
- 16 Precipitation in sight, within 3 miles

7 - 19 THUNDER, SQUALLS, FUNNEL CLOUDS

- 17 Thunder, but no precipitation
- 18 Squalls (no precipitation) in past hour or now
- 19 Funnel cloud, waterspout, past hour or now

20 - 29 PHENOMENA IN PAST HOUR BUT NOT NOW

- 20 Drizzle (not freezing) or snow grains
 - 21 Rain (not freezing)
 - 22 Snow
 - 23 Mixed rain and snow, or sleet
 - 24 Freezing drizzle or rain
 - 25 Rain
 - 26 Snow or rain and snow mixed
 - 27 Hail or rain and hail mixed
 - 28 Fog, visibility was less than 1/2 mile
 - 29 Thunder, with or without precipitation
- } Not falling
- } as showers
- } Falling
- } as showers

30 - 89 and 95 - 99 PHENOMENA OCCURRING AT SHIP
NOW

30 - 39 LAND STATION FIGURES FOR DUST AND SAND
STORMS, DRIFTING AND BLOWING SNOW

40 - 49 FOG, NOW, VISIBILITY 1/2 MILE OR LESS

- | | |
|--------------------------------------|---------------------|
| 40 ← Fog bank | Fog in patches → 41 |
| Sky | Sky |
| Visible | Invisible |
| 42 Fog, has become thinner past hour | 43 |
| 44 Fog, no change past hour | 45 |
| 46 Fog begun or thickened past hour | 47 |
| 48 Fog ceasing past hour | 49 |

[WW] Continued from above

50 - 59 DRIZZLE, NOW

Intermittent

- 50 Slight drizzle
- 52 Moderate drizzle
- 54 Heavy drizzle

Slight

- 56 Freezing drizzle
- 58 Drizzle with rain

60 - 69 RAIN, NOW (SEE)

Intermittent

- 60 Slight rain
- 62 Moderate rain
- 64 Heavy rain

Slight

- 66 Freezing rain
- 68 Rain or drizzle with snow

70 - 79 SOLID (FROZEN) PRECIPITATION

Intermittent

- 70 Slight snow in flakes
- 72 Moderate snow in flakes
- 74 Heavy snow in flakes
- 76 ← Ice needles
- 78 Isolated starlike snow
- 79 Ice pellets (including sleet)

80 - 90 SHOWERS (LIQUID PRECIPITATION)

Slight

- 80 Rain shower
- 82 Violent rain shower
- 83 Shower of rain and snow
- 85 Snow shower
- 87 Shower of snow and rain
- 89 Hail shower, no rain

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ALSO 68 AND 69)

Continuous

51

53

55

Moderate or Heavy

57

59

99 FOR SHOWERS)

Continuous

61

63

65

Moderate or Heavy

67

W 69

PRECIPITATION, NOW

Continuous

71

73

75

Snow grains → 77

cystals

etc)

SOLID)

Moderate or Heavy

81

84

86

pellets

88

90

WW Continued from left91 - 94 THUNDER ENDED PAST HOUR
PRECIPITATION NOW

Note: Use 29 if there is no precipitation now.

Slight Moderate or Heavy

91 Rain or rain shower

93 Snow, hail, or mixed rain and snow

95 Slight or moderate thunderstorm with precipitation but no hail

96 Same as 95 but with hail

97 Heavy thunderstorm with precipitation but no hail

98 Thunderstorm with dust- or sandstorm

99 Heavy thunderstorm with hail

W AID NO. 13
PAST WEATHER

Use the figure below which best describes:

1. The weather from the last scheduled 6-hourly (or occasionally 3-hourly) observation up to the time present weather (ww) began.

2. Use the highest code figure applicable except avoid, if possible, reporting the same weather types for "ww" and "W".

Code PAST WEATHER DESCRIPTION
Figure

- | | |
|---|--|
| 0 | Cloud cover 1/2 or less throughout period |
| 1 | Changing cloud cover from more to less than 1/2 of sky or vice versa during period |
| 2 | Cloud cover more than 1/2 throughout period |
| 3 | Sandstorm, duststorm or blowing sand |
| 4 | Fog or thick haze (visibility 1/2 mile or less) |
| 5 | Drizzle |
| 6 | Rain |
| 7 | Snow or rain and snow |
| 8 | Shower(s) |
| 9 | Thunder |

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AID NOS. 16, 17

PPP

AID NOS. 14 AND 15 - PRESSURE, INCHES TO MILLIBARS

For values not here, multiply pressure in inches by 33.86 to get millibars.

in.	mb. cols. 14 15		mb. cols. 14 15		mb. cols. 14 15		mb. cols. 14 15			
	in.	cols. 14 15								
28.50	9	651	29.06	9 82	29.50	9 999	30.00	10 159	30.50	10 329
28.51	9	655	29.01	9 824	29.51	9 993	30.01	10 163	30.51	10 332
28.52	9	658	29.02	9 827	29.52	9 997	30.02	10 166	30.52	10 335
28.53	9	661	29.03	9 831	29.53	9 999	30.03	10 169	30.53	10 339
28.54	9	665	29.04	9 834	29.54	9 993	30.04	10 173	30.54	10 342
28.55	9	668	29.05	9 837	29.55	9 997	30.05	10 176	30.55	10 345
28.56	9	672	29.06	9 841	29.56	9 999	30.06	10 179	30.56	10 349
28.57	9	675	29.07	9 844	29.57	9 994	30.07	10 183	30.57	10 352
28.58	9	678	29.08	9 848	29.58	9 997	30.08	10 186	30.58	10 356
28.59	9	682	29.09	9 851	29.59	9 999	30.09	10 190	30.59	10 359
28.60	9	685	29.10	9 854	29.60	9 994	30.10	10 193	30.60	10 362
28.61	9	688	29.11	9 858	29.61	9 997	30.11	10 196	30.61	10 366
28.62	9	692	29.12	9 861	29.62	9 999	30.12	10 200	30.62	10 369
28.63	9	695	29.13	9 865	29.63	9 994	30.13	10 203	30.63	10 373
28.64	9	699	29.14	9 868	29.64	9 997	30.14	10 207	30.64	10 376
28.65	9	702	29.15	9 871	29.65	9 999	30.15	10 210	30.65	10 379
28.66	9	705	29.16	9 875	29.66	9 994	30.16	10 213	30.66	10 383
28.67	9	709	29.17	9 878	29.67	9 997	30.17	10 217	30.67	10 386
28.68	9	712	29.18	9 881	29.68	9 999	30.18	10 220	30.68	10 389
28.69	9	716	29.19	9 885	29.69	9 994	30.19	10 224	30.69	10 393
28.70	9	719	29.20	9 888	29.70	9 997	30.20	10 227	30.70	10 396
28.71	9	722	29.21	9 892	29.71	9 999	30.21	10 230	30.71	10 400
28.72	9	726	29.22	9 895	29.72	9 994	30.22	10 234	30.72	10 403
28.73	9	729	29.23	9 898	29.73	9 997	30.23	10 237	30.73	10 406
28.74	9	732	29.24	9 902	29.74	9 999	30.24	10 240	30.74	10 410
28.75	9	736	29.25	9 905	29.75	9 995	30.25	10 244	30.75	10 413
28.76	9	739	29.26	9 909	29.76	9 997	30.26	10 247	30.76	10 417
28.77	9	743	29.27	9 912	29.77	9 999	30.27	10 251	30.77	10 420
28.78	9	746	29.28	9 915	29.78	9 994	30.28	10 254	30.78	10 423
28.79	9	749	29.29	9 918	29.79	9 997	30.29	10 257	30.79	10 427
28.80	9	753	29.30	9 922	29.80	9 999	30.30	10 261	30.80	10 430
28.81	9	756	29.31	9 926	29.81	9 995	30.31	10 264	30.81	10 433
28.82	9	760	29.32	9 929	29.82	9 998	30.32	10 268	30.82	10 437
28.83	9	763	29.33	9 932	29.83	9 999	30.33	10 271	30.83	10 440
28.84	9	766	29.34	9 936	29.84	9 995	30.34	10 274	30.84	10 444
28.85	9	770	29.35	9 939	29.85	9 997	30.35	10 278	30.85	10 447
28.86	9	773	29.36	9 942	29.86	9 999	30.36	10 281	30.86	10 450
28.87	9	777	29.37	9 946	29.87	9 995	30.37	10 284	30.87	10 454
28.88	9	780	29.38	9 949	29.88	9 999	30.38	10 288	30.88	10 457
28.89	9	783	29.39	9 953	29.89	9 994	30.39	10 291	30.89	10 461
28.90	9	787	29.40	9 956	29.90	9 997	30.40	10 295	30.90	10 464
28.91	9	790	29.41	9 959	29.91	9 999	30.41	10 298	30.91	10 467
28.92	9	793	29.42	9 963	29.92	9 995	30.42	10 301	30.92	10 471
28.93	9	797	29.43	9 966	29.93	9 997	30.43	10 305	30.93	10 474
28.94	9	800	29.44	9 969	29.94	9 999	30.44	10 308	30.94	10 477
28.95	9	804	29.45	9 973	29.95	9 994	30.45	10 312	30.95	10 481
28.96	9	807	29.46	9 976	29.96	9 997	30.46	10 315	30.96	10 484
28.97	9	810	29.47	9 980	29.97	9 999	30.47	10 318	30.97	10 488
28.98	9	814	29.48	9 983	29.98	9 995	30.48	10 322	30.98	10 491
28.99	9	817	29.49	9 986	29.99	9 997	30.49	10 325	30.99	10 494

Millibars in this table are to tenths; decimal omitted.

TT	TEMPERATURE		°F	°C	°F	°C	°F	°C
	°F	°C						
30.00	86.0	23.3	30.00	23.3	30.00	23.3	30.00	23.3
30.05	86.5	23.5	30.05	23.5	30.05	23.5	30.05	23.5
30.10	87.0	23.8	30.10	23.8	30.10	23.8	30.10	23.8
30.15	87.5	24.0	30.15	24.0	30.15	24.0	30.15	24.0
30.20	88.0	24.3	30.20	24.3	30.20	24.3	30.20	24.3
30.25	88.5	24.5	30.25	24.5	30.25	24.5	30.25	24.5
30.30	89.0	24.8	30.30	24.8	30.30	24.8	30.30	24.8
30.35	89.5	25.0	30.35	25.0	30.35	25.0	30.35	25.0
30.40	90.0	25.3	30.40	25.3	30.40	25.3	30.40	25.3
30.45	90.5	25.5	30.45	25.5	30.45	25.5	30.45	25.5
30.50	91.0	25.8	30.50	25.8	30.50	25.8	30.50	25.8
30.55	91.5	26.0	30.55	26.0	30.55	26.0	30.55	26.0
30.60	92.0	26.3	30.60	26.3	30.60	26.3	30.60	26.3
30.65	92.5	26.5	30.65	26.5	30.65	26.5	30.65	26.5
30.70	93.0	26.8	30.70	26.8	30.70	26.8	30.70	26.8
30.75	93.5	27.0	30.75	27.0	30.75	27.0	30.75	27.0
30.80	94.0	27.3	30.80	27.3	30.80	27.3	30.80	27.3
30.85	94.5	27.5	30.85	27.5	30.85	27.5	30.85	27.5
30.90	95.0	27.8	30.90	27.8	30.90	27.8	30.90	27.8
30.95	95.5	28.0	30.95	28.0	30.95	28.0	30.95	28.0
31.00	96.0	28.3	31.00	28.3	31.00	28.3	31.00	28.3
31.05	96.5	28.5	31.05	28.5	31.05	28.5	31.05	28.5
31.10	97.0	28.8	31.10	28.8	31.10	28.8	31.10	28.8
31.15	97.5	29.0	31.15	29.0	31.15	29.0	31.15	29.0
31.20	98.0	29.3	31.20	29.3	31.20	29.3	31.20	29.3
31.25	98.5	29.5	31.25	29.5	31.25	29.5	31.25	29.5
31.30	99.0	29.8	31.30	29.8	31.30	29.8	31.30	29.8
31.35	99.5	30.0	31.35	30.0	31.35	30.0	31.35	30.0
31.40	100.0	30.3	31.40	30.3	31.40	30.3	31.40	30.3
31.45	100.5	30.5	31.45	30.5	31.45	30.5	31.45	30.5
31.50	101.0	30.8	31.50	30.8	31.50	30.8	31.50	30.8
31.55	101.5	31.0	31.55	31.0	31.55	31.0	31.55	31.0
31.60	102.0	31.3	31.60	31.3	31.60	31.3	31.60	31.3
31.65	102.5	31.5	31.65	31.5	31.65	31.5	31.65	31.5
31.70	103.0	31.8	31.70	31.8	31.70	31.8	31.70	31.8
31.75	103.5	32.0	31.75	32.0	31.75	32.0	31.75	32.0
31.80	104.0	32.3	31.80	32.3	31.80	32.3	31.80	32.3
31.85	104.5	32.5	31.85	32.5	31.85	32.5	31.85	32.5
31.90	105.0	32.8	31.90	32.8	31.90	32.8	31.90	32.8
31.95	105.5	33.0	31.95	33.0	31.95	33.0	31.95	33.0
32.00	106.0	33.3	32.00	33.3	32.00	33.3	32.00	33.3
32.05	106.5	33.5	32.05	33.5	32.05	33.5	32.05	33.5
32.10	107.0	33.8	32.10	33.8	32.10	33.8	32.10	33.8
32.15	107.							

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D 32

TO °C

-7.0	104.0	41.0
-1.5	103.0	40.0
0.5	103.0	39.0
-16.0	102.0	39.0
25.5	101.5	38.0
25.5	101.0	38.0
-27.0	100.5	38.0
	100.0	

N_h

AID NO. 19 - SEE AID NO. 8

AMOUNT OF ALL C_L (OR IF NONE, ALL C_M) CLOUDS

N_h is coded as "0" if only high (C_H) clouds are present

h

AID NO. 21 - HEIGHT OF LOWEST CLOUD SEEN

Code Figure	Height in feet	Code Figure	Height in feet
0	0 to 150	6	3000 to 5000
1	150 to 300	7	5000 to 6500
2	300 to 600	8	6500 to 8000
3	600 to 1000	9	8000 or higher or no clouds
4	1000 to 2000		Height cannot be estimated
5	2000 to 3000		

Note: Use "0" for height when sky is obscured

D_s

AID NO. 24
SHIP'S TRUE
COURSE MADE
GOOD OVER PAST 3
HOURS (TO 8 POINTS
OF COMPASS)

Code Figure

True Dir.

Code Figure

True Dir.

0 Ship hove to

5 SW

1 NE

6 N

2 E

7 NW

3 SE

8 N

4 S

9 No info.

V_s

AID NO. 25
SHIP'S AVG.
SPEED MADE
GOOD OVER PAST 3
HOURS

Code Figure

Speed (Kts.)

Code Figure

Speed (Kts.)

0 Ship stopped

5 21 to 25

1 1 to 5

6 26 to 30

2 6 to 10

7 31 to 35

3 11 to 15

8 36 to 40

4 16 to 20

9 Over 40

a

AID NO. 26

CHARACTER OF PRESSURE CHANGE OVER PAST 3 HOURS

Code Figure	Character	Net Pressure Change
0	Rising, then falling	Higher or no change
1	Rising, then steady or rising slowly	Higher
2	Rising steadily or unsteadily	Higher
3	Falling, steady or rising slowly, then rising more rapidly	Higher
4	Steady	No change
5	Falling, then rising	Lower or no change
6	Falling, then steady or falling slowly	Lower
7	Falling steadily or unsteadily	Lower
8	Steady, rising or falling slowly, then falling more rapidly	Lower

°C | °F

°C

PP**AID NO. 27 - NET 3-HOUR PRESSURE CHANGE**

Expressed in millibars and tenths. For example, a 3-hour pressure change of .8 is entered '08' in Column 27. Pressure changes of 9.9 mb or more required special groups. See observer's handbook, Chapter 6, last paragraph for details.

tT**AID NO. 33 - TENTHS OF AIR TEMPERATURE**

Copy in Column 33 the value entered in Column 17.

PwPw**AID NO. 35 - PERIOD OF WIND WAVES**

Enter the average wave period in seconds using two figures. 00" is used for calm sea; 99 is used when the sea is confused and wave period cannot be estimated.

HwHw**AID NOS. 36 AND 39****WAVE OR SWELL HEIGHTS IN HALF-METERS**

Use Code Figure 00 for a calm sea. Use Code Figure 99 when the sea is confused and height cannot be determined.

Half-Meters Code Figure	Feet	Half-Meters Code Figure	Feet	Half-Meters Code Figure	Feet	Half-Meters Code Figure	Feet
01	2	21	34	41	67	61	100
02	3	22	36	42	69	62	102
03	5	23	38	43	71	63	103
04	7	24	39	44	72	64	105
05	8	25	41	45	74	65	107
06	10	26	43	46	76	66	108
07	12	27	44	47	77	67	110
08	13	28	46	48	79	68	112
09	15	29	48	49	80	69	113
10	16	30	49	50	82	70	115
11	18	31	51	51	84	71	117
12	20	32	52	52	85	72	118
13	21	33	54	53	87	73	120
14	23	34	56	54	89	74	121
15	25	35	57	55	90	75	123
16	26	36	59	56	92	76	125
17	28	37	61	57	94	77	126
18	30	38	62	58	95	78	128
19	31	39	64	59	97	79	130
20	33	40	66	60	98	80	131

Pw**AID NO. 38 - SWELL PERIOD**

Code Figure	Average Period in sec.	Code Figure	Average Period in sec.
0	5 or less	0	10
1		1	11
2		2	12
3		4	14
4			Calm or not determined

Td Td

Subtract wet depression." 1
bulb temperature
wet-bulb tempera-
the observer's h

Wet-bulb Temp. (°C)	0 °	5 °	10 °	15 °	20 °	25 °	30 °
-5	56	57	58	59	61		
-4	55	56	57	58	59		
-3	53	54	55	57	58		
-2	52	53	54	55	56		
-1	51	52	53	54	55		
0	50	51	52	52	53		
+1	51	50	51	51	52		
2	52	51	50	51	51		
3	53	52	52	51	50		
4	54	53	53	52	52		
5	55	54	54	53	53		
6	56	56	55	54	54		
7	57	57	56	56	55		
8	58	58	57	57	56		
9	59	59	58	58	57		
10	60	60	59	59	58		
11	61	61	60	60	59		
12	62	62	61	61	60		
13	63	63	62	62	61		
14	64	64	63	63	62		
15	65	65	64	64	63		
16	66	66	65	65	64		
17	67	67	66	66	65		
18	68	68	67	67	66		
19	69	69	68	68	67		
20	70	70	69	69	68		
21	71	71	70	70	69		
22	72	72	71	71	70		
23	73	73	72	72	71		
24	74	74	73	73	72		
25	75	75	74	74	73		
26	76	76	75	75	74		
27	77	77	76	76	75		
28	78	78	77	77	76		
29	79	79	78	78	77		
30	80	80	79	79	78		
31	81	81	80	80	79		
32	82	82	81	81	80		
33	83	83	82	82	81		
34	84	84	83	83	82		
35	85	85	84	84	83		

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Plaintiff's and Third-Party Defendants' Exhibit 15

AID NO. 30 - DEW POINT ENCODED

bulb temperature from dry-bulb temperature to get "wet-bulb depression" across top of table and nearest wet-bulb down the side. Read encoded dew point at intersection of temperature row and depression column. More extensive tables are in handbook.

Wet-bulb Depression °C																
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
m	m	m	m	m	m	m	m	m	m	m	m	m	m	m	m	
3	64	67	69	72	77	88										
1	62	64	66	69	72	75	83									
9	61	62	64	66	69	72	76	82	97							
7	59	60	62	64	66	68	71	75	80	91						
5	57	58	60	61	63	65	67	70	73	78	86					
4	55	57	58	59	60	62	64	66	69	72	76	82				
3	54	55	56	57	59	60	62	63	65	68	70	74	79	83		
2	53	54	55	56	57	58	59	61	62	64	67	69	72	77	84	
1	52	53	54	55	56	57	59	60	62	63	65	68	71	74	80	90
0	51	52	52	53	54	55	57	58	59	61	62	64	66	69	72	76
1	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01
0	02	01	01	01	01	01	01	01	01	01	01	01	01	01	01	01
1	04	03	03	02	01	01	01	01	01	01	01	01	01	01	01	01
0	05	04	03	03	02	01	01	01	01	01	01	01	01	01	01	01
0	06	05	05	04	03	03	02	01	01	01	01	01	01	01	01	01
0	07	07	06	05	04	04	03	02	02	01	00	00	01	01	01	01
0	08	08	07	07	06	06	05	04	04	03	03	02	01	00	00	01
1	09	09	08	08	07	07	06	06	05	05	04	04	03	02	02	01
1	10	10	10	09	09	08	08	07	07	06	06	05	05	04	04	03
1	12	12	11	10	10	10	09	09	08	08	07	07	06	06	05	05
1	13	13	12	12	11	11	10	10	10	09	09	08	08	07	07	06
1	14	14	13	13	13	12	12	11	11	11	10	10	09	09	08	08
1	15	15	14	14	14	13	13	13	12	12	12	11	11	10	10	10
1	16	16	15	15	15	14	14	14	14	13	13	13	12	12	11	11
1	17	17	17	16	16	16	15	15	15	15	14	14	14	13	13	13
1	18	18	18	18	17	17	17	16	16	16	16	15	15	15	14	14
2	19	19	19	19	18	18	18	18	17	17	17	17	16	16	16	15
2	20	20	20	20	19	19	19	19	18	18	18	18	18	17	17	17
2	21	21	21	21	20	20	20	20	20	19	19	19	19	19	18	18
2	22	22	22	22	22	21	21	21	21	20	20	20	20	20	20	19
2	23	23	22	22	22	21	21	21	21	20	20	20	20	20	20	19
2	24	24	23	23	23	23	22	22	22	22	21	21	21	21	21	21
2	25	25	24	24	24	24	23	23	23	23	23	22	22	22	22	22
2	26	26	26	25	25	25	25	24	24	24	24	24	23	23	23	23
2	27	27	27	26	26	26	26	26	25	25	25	25	25	25	24	24
2	28	28	28	28	27	27	27	27	27	26	26	26	26	26	26	25
2	29	29	29	29	28	28	28	28	27	27	27	27	27	27	27	27
3	30	30	30	30	30	29	29	29	29	29	28	28	28	28	28	28
3	31	31	31	31	31	30	30	30	30	30	30	30	29	29	29	29
3	32	32	32	32	32	31	31	31	31	31	31	31	31	30	30	30
3	33	33	33	33	33	32	32	32	32	32	32	32	32	31	31	31
3	34	34	34	34	34	34	33	33	33	33	33	33	33	32	32	32

OBSERVING PROCEDURE

1. Wind direction is suggested by weather of sea surface. If wind is blowing from land, it will blow away from the ship. If wind is blowing from sea, it will blow toward the ship.
2. Before going outdoors, read the weather forecast and get present weather conditions.

OBSERVATION

1. Determine visibility, present weather, total sea, compass, and cloud types.
2. Aspirate the psychrometer to calculate dew point height, height of lowest cloud, and height of middle clouds. You may want to take two readings of waves and swell before starting the observation and simply check to see that they haven't changed at this time.
3. Read and record the dry-bulb, dew point, and wet-bulb temperatures.
4. Determine height of lowest cloud and height of lowest cloud layer if low or middle clouds are present.
5. Determine wind direction and velocity from sea (or apparent wind from ship rigging and smoke).
6. Come indoors with data noted in Step 3. Encode and record data for:
 - a. Wind direction and speed. Convert apparent wind to true wind.
 - b. Sky condition (Code, R and B thru 23).
 - c. Visibility and present weather (check by looking out to see if they have changed).
 - d. Air temperature, wet-bulb, and dew point. Cols. 16 and 17, 18 and 19, 20 and 21.
 - e. Wind waves and swell, using as many swell groups as necessary to describe the sea condition.
7. Copy the observation code on the teletype form, except for the forecast.
8. Read pressure, convert to standard use of necessaries and enter in Cols. 14 and 15 and in the message area.
9. Deliver the coded report to the radio officer.
10. Check the upper half of Cols. 14 and 15 to make sure the message is sent above standard use initials in the lower half of Cols. 14 and 15.

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT A

DEPOSITION OF CAPTAIN WILLIAM EDWARD HEATH

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

THE EASTERN MARINE & FIRE
INSURANCE COMPANY

VS.

S.S. COLUMBIA, HER ENGINES, BOILERS,
ETC., ORIENTAL EXPORTERS, INC. and
OGDEN SEA TRANSPORT, INC., AS SUC-
CESSOR TO SEA TRANSPORT, INC.

AND

OGDEN SEA TRANSPORT, INC., AS
SUCCESSOR TO SEA TRANSPORT, INC.,

THIRD-PARTY PLAINTIFF

AGAINST

JOHN PEMBERTON MASSE, AN UNDER-
WRITER AT LLOYDS and INDEMNITY
MARINE ASSURANCE COMPANY, LTD.

THIRD-PARTY DEFENDANTS

Deposition of CAPTAIN WILLIAM EDWARD
HEATH taken in the offices of the U.S. COAST
GUARD MERCHANT MARINE INSPECTION, 124 Camp
Street, New Orleans, Louisiana, on Monday,
the 19th day of August, 1974.

APPEARANCES:

MESSRS. HILL, RIVKINS, CAREY,
LOESBERG & O'BRIEN
(By: Richard H. Webber, Esq.)
96 Fulton Street
New York, New York 10038



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Defendants' and Third-Party Plaintiff's Exhibit A

- 2 -

**Attorneys for Plaintiffs and
Third Party Defendants**

**MESSRS. BURLINGHAM, UNDERWORD & LORD
(By: Joseph C. Smith, Esq.)
25 Broadway Street
New York City, 10004**

Attorneys for Defendants

REPORTED BY:

**DOTTIE WATSON,
CERTIFIED SHORTHAND REPORTER**

1 S T I P U L A T I O N

2 It is stipulated and agreed by and between
3 counsel for the parties hereto that the deposi-
4 tion of CAPTAIN WILLIAM EDWARD HEALTH is hereby
5 being taken for all purposes under the Federal
6 Rules of Civil Procedure, in accordance with
7 law, pursuant to notice, on Monday, August 19,
8 1974, in the offices of the U.S. COAST GUARD
9 MERCHANT MARINE INSPECTION, 124 Camp Street,
10 New Orleans, Louisiana;

11 That the formalities of filing and certi-
12 fication are specifically waived;

13 That Mr. Webber reserves the right to have
14 the deposition read and signed at a later date;

15 That all objections, save those as to the
16 form of the questions, are hereby reserved un-
17 til such time as this deposition, or any part
18 thereof, may be used or sought to be used in
19 evidence.

20 * * *

21 DOTTIE WATSON, Certified Shorthand Report-
22 er, officiated in administering the oath to the
23 above-named witness.

24 * * *

1 CAPTAIN WILLIAM EDWARD HEATH, 5810
2 Brighton Place, New Orleans, Louisiana, after
3 having been first duly sworn, did testify as
4 follows:

5 EXAMINATION BY MR. SMITH:

6 Q What is your occupation, Captain?

7 A Presently Captain in the U.S. Coast
8 Guard.9 Q How long have you been in the Coast Guard?
10 A 17 years.11 Q What was your occupation before you
12 entered the U.S. Coast Guard.13 A Licensed officer in the Merchant Marine,
14 licensed deck officer.15 Q Do you hold any licenses in the Merchant
16 Marine?

17 A Yes.

18 Q What are those?

19 A I hold a Master's License and First Class
20 Pilot's License.

21 Q Is the Master's License unlimited?

22 A It is unlimited tonnage, limited to lakes,
23 bays; and chief mate, oceans un-
24 limited.

1 Q What --

2 A I have both for Hampton Roads Harbor,
3 Lower Chesapeake Bay, Virginia.

4 Q Under what program did you come into the
5 Coast Guard?

6 A Public Law 219.

7 Q Will you just describe quickly what that
8 is?

9 A It is direct commissioning to certain of-
10 ficers in the Merchant Marine who
11 have experienced background for duties
12 primarily in Merchant Marine safety.

13 Q How many years since you joined the Coast
14 Guard have you been assigned to Mer-
15 chant Marine Inspection?

16 A 14 years.

17 Q And in what capacity were you in the Mer-
18 chant Marine Inspection during that
19 14 years?

20 A Various capacities from a field inspector
21 to investigating officer, licensing,
22 certificating officer, to the posi-
23 tion I presently hold, Senior In-
24 spector of Material and XO.

25 Q That is at New Orleans, Louisiana?

1 A Yes. And prior to this in Hampton Roads,
2 Virginia at the Marine Inspection Of-
3 fice.

Q Were you stationed at Jacksonville, Florida in 1965?

6 A Yes, I was.

Q In what capacity were you stationed?

12 Q Did you serve as a hull inspector at Jack-
sonville in 1965?

14 A I assume that I did. I had those various
15 duties while I was assigned there
16 overall, and I was assigned to that
17 office between 1962 and 1967. And in
18 1965 I would have been assigned to
19 one or the other of those duties that
20 I just described.

21 Q. Do you have a recollection of conducting a
22 hull inspection on the S.S. COLUMBIA,
23 American flag vessel, at Jacksonville,
24 Florida in March of 1965?

35 A As a specific vessel I don't have any

1 recollecion. We were handling so
2 many ships there at the time that a
3 particular vessel at a given time I
4 have no knowledge of.

5 Q Would you mark this as Defendant's Exhibit
6 1, please (indicating Court Reporter).
7 (Court Reporter complies with counsel's
8 request.)

9 EXAMINATION BY MR. SMITH:

10 Q Captain, would you, if you can, identify
11 just what this is, which is captioned
12 Dry Dock Examination Book.

13 A This appears to be a copy of CG-848H, which
14 is a booklet in which we keep a rec-
15 ord of the dry dock examination that
16 was conducted on a specific vessel.

17 Q Does that booklet show who made the in-
18 spection?

19 A Yes, it is supposed to on the last page.
20 There is an area here where the at-
21 tending inspector signs, and I see
22 that my signature is so affixed.

23 Q Does the booklet which has been marked as
24 Exhibit 1 show anything with respect
25 to the vessel's rudder?

1 A There would be portions of the booklet
2 dedicated to certain areas of the
3 dry dock examination, and it would
4 show the rudder.

5 Q Would you turn to that particular section
6 and see if there is an entry? You
7 might refer to the page so we can
8 have it in the record.

9 A Well, under "Condition of Vessel" on Page
10 2, Item 3, which shows external
11 structural members, plating, plank-
12 ing, calking, reinforcing straps,
13 stems, stern posts, bilge keels and
14 keels, this is part of the appur-
15 tenances -- it doesn't speak of a
16 rudder there. On Page 6, Item 16
17 there is a portion that refers to the
18 stern frame, and then on Page 8, Item
19 17 --

20 Q Before we go on, let's refer to Item 16 on
21 Page 6, the stern frame --

22 A Yes.

23 Q Did you make that inspection of the stern
24 frame?

25 A Yes, I did.

1 Q All right, now, continue please?

2 A 17, rudders, there is a portion there that
3 is dedicated specifically to rudders,
4 the number of the rudders, and it re-
5 fers to the various components of the
6 rudder, and that is checked, which
7 would indicate that I did look at the
8 rudder.

9 Q Now, when you say you did look at the rud-
10 der, would you describe what you
11 generally did, since you don't have a
12 specific recollection?

13 A The examination of the stern frame and the
14 rudder and the appurtenances is a
15 routine type of an inspection on the
16 dry dock examination. Of course, as
17 you know, we look at the underwater
18 body and appurtenances, and the dry
19 dock examination is normally routine-
20 ly conducted in the presence of the
21 ABS surveyor, both the hull and the
22 boiler inspector, owner's representa-
23 tive, and representatives from the
24 repair facility. And we go up one
25 side and down another. Sometimes it

is split up if it is a large vessel
where the ABS or the other Coast
Guard inspector will take one side
with one representative of the company
and the other inspector will take an-
other side, and they will go up and
down under the stern frame, rudder,
and this sort of thing. Normally the
hull inspector observes that and makes
the notation in the book incidental
to this, so I would have as a part of
this examined the stern frame, the at-
tachments of the skeg, a cursory ex-
amination of the rudder, and depend-
ing on whether or not stages were
there at that particular time, ascer-
tain the condition of the upper palm
and its connection, and then subse-
quently if it was ascertained that
the rudder looked all right at that
particular time, if there was no in-
dication that it warranted further
check or service, this would be the
extent of my examination.

Q All right.

1 A I would say that since I haven't indicated
2 anything further here, that that was
3 probably the extent of the examina-
4 tion that was given at this particular
5 time. There was nothing that I saw
6 or was seen at that particular time
7 by the other attending surveyors and
8 inspectors and owner's representatives
9 that would warrant anything further,
10 so I assume that this is what was
11 done.

12 Q I have another document here which I would
13 like to have marked as Heath Exhibit
14 2. Could you identify that, Cap-
15 tain, and tell us what that is?

16 A This is a hull inspection book, CG-840A,
17 in which we record the hull inspec-
18 tion, material inspection of a par-
19 ticular vessel. It could be either
20 an inspection for certification or a
21 reinspection. And this is made out
22 for the COLUMBIA.

23 Q Is this book made out at the same time or
24 approximately the same time as the
25 dry dock examination book?

1 A If the dry dock examination and the in-
2 spection for certification are carried
3 out in conjunction with each other,
4 yes, it would be made out at the same
5 time.

6 Q Well, can you tell from the date whether
7 that was done or not?

8 A The date complete, 3/26/65 -- yes, these
9 two inspections, the dry dock exami-
10 nation and the inspection were con-
11 ducted during that same time.

12 Q I have something else here, and I am go-
13 ing to detach just a copy. The other
14 is a collection receipt and a letter
15 describing how I got these documents
16 from the Coast Guard, which I don't
17 think you would be interested in,
18 but you may look at them. This will
19 be Defendant's Exhibit 3. Captain,
20 would you identify this, please?

21 A This is a Coast Guard Form 858 which is a
22 Certificate of Inspection Amendment.
23 It is a form in which we indicate any
24 amendment that would be made to a
25 Certificate of Inspection that would

1 affect anything pertinent incidental
2 to the current Certificate of In-
3 spection that the vessel is then sail-
4 ing under.

5 Q When was that issued?

6 A This was issued the 26th of March, 1965.

7 Q That would have been on the completion of
8 the dry docking in which you were the
9 hull inspector; is that correct?

10 A Yes. This indicates that the vessel was
11 given credit and completed a dry dock
12 examination, Jacksonville, Florida,
13 on the 26th of March, 1965.

14 Q I would like to have this identified as
15 Defendant Heath Exhibit-4. Captain,
16 would you identify this document?

17 A This is Sub-Chapter "I" of the Federal
18 Regulations governing the inspection
19 of Merchant vessels. This one is
20 dedicated to cargo and miscellaneous
21 vessels.

22 Q Is the COLUMBIA classified as a miscel-
23 laneous cargo vessel?

24 A Let me go back and check it out. Yes, her
25 class is freight bulk

1 Q Now, those are the regulations that were
2 in force -- what is the date on the
3 cover there?

4 A This one is 1966.

5 Q January, is it?

6 A January 3rd of 1966, that is the issue of
7 this.

8 Q Now, looking at that document and refer-
9 ring to the section on dry docking,
10 when would the COLUMBIA next be re-
11 quired to dry dock by the U.S. Coast
12 Guard?

13 A From the date of this?

14 Q Yes, if you would like to do it quickly,
15 it is marked by paper clip.

16 A Okay. Well, under Paragraph Nine One Forty
17 and Paragraph Nine One Forty One A,
18 each vessel should be dry docked or
19 hauled out at intervals not to exceed
20 18 months if it operates in salt
21 water an aggregate of more than 9
22 months in the 18-month period since
23 it was last dry docked or hauled out.
24 So from the date indicated on the in-
25 spection book of 3/26/65, she would

1 then be due another dry dock exami-
2 nation 18 months from that date,
3 which would be September 26th, '66.

4 MR. SMITH:

5 I have no other questions at this time.
6 Thank you, Captain.

7 EXAMINATION BY MR. WEBBER:

8 Q Captain Heath, initially I would like to
9 draw your attention to Page 8 and
10 Page 14 of the Dry Dock Examination
11 Book, if I may, sir. The question I
12 would like to ask, sir, is whether
13 looking at Pages 8 and 14 together,
14 whether you can now recall on what
15 day of the dry-docking period you in-
16 spected the rudder and appurtenances
17 of the COLUMBIA?

18 A Well, my first visit -- we will have to go
19 back to Page 14, Jacksonville Ship-
20 yard, Inc., 3/22/65, which indicates
21 at that particular time the initial
22 underwater examination was made, and
23 my entry of that date does refer to
24 the fact that I did look at the rud-
25 der, stern frame and appurtenances

1 at that particular time. So it would
2 have been then, according to my en-
3 try, on the 22nd.

4 Q All right. Now, Captain, I notice among
5 other items mentioned under Paragraph
6 17 on Page 8 of the Dry Dock Examina-
7 tion Book are palm and palm bolts, as
8 an example. Could you explain to me
9 what you look at specifically when
10 you examine the palm and palm bolts?

11 A Well, you examine the area of the connec-
12 tion of these two assemblies to see
13 if there is any indication of the
14 nuts themselves becoming loosened or
15 if there is any play there, if there
16 is any sign of wear or stress in the
17 adjacent area of the rudder at the
18 connection, and basically that is it.

19 Q Well, specifically, Captain, would that
20 examination include checking to de-
21 termine whether all the nuts on the
22 bolts had split pins?

23 A Not necessarily. Sometimes this is not
24 discernible because for protection
25 the area in way of these nuts and

1 bolts is cemented, and I don't recall
2 whether this was the case or not on
3 the COLUMBIA.

4 Q What is the importance of split pins,
5 Captain, say on palm bolts, for ex-
6 ample?

7 A The importance of split pins?

8 Q Yes, sir.

9 A Maybe our terminology is different. Are
10 you speaking of something similar to
11 a cotter key or --

12 Q Or a cotter pin, yes, sir.

13 A Okay. It is to prevent the nut from back-
14 ing off and causing the pin to slip
15 through.

16 Q Now, Captain, again referring to Paragraph
17 17 on Page 8 of the Dry Dock Examina-
18 tion Book, I would like to ask you
19 whether had any discrepancies been
20 found in your inspection of the rud-
21 der or its appurtenances, whether you
22 would have made an entry on the --
23 what apparently would be Page 9, for
24 example?

25 A If I had observed anything requiring

1 attention, I would have so noted in
2 my record.

3 Q Captain, you mentioned earlier in your
4 testimony that normally these in-
5 spections are conducted with the
6 representative of a shipyard, perhaps
7 an owner's representative and an ABS
8 surveyor present. Can you now recall
9 whether you inspected the COLUMBIA in
10 company with an ABS surveyor?

11 A At this point in time I cannot, no, I
12 don't know whether there was an ABS
13 surveyor present or not. In fact,
14 I would have to check and see who the
15 owner's representative was, and it is
16 indicated here a Mr. H. Burck, B-U-R-
17 C-K.

18 Q Captain, did you know that the American
19 Bureau of Shipping required repairs
20 to the rudder and pintles on this
21 ship?

22 MR. SMITH:

23 Objection. May I see that, please, that
24 you have in your hand? I object to
25 the form of the question because

1 there is no evidence in this record
2 or in this case that shows that the
3 ABS required any repairs. If you
4 want to rephrase the question and ask
5 him something else, I have no objec-
6 tion to it, but those are not the
7 facts in this case, based on that
8 document you have in your hand.

9 EXAMINATION BY MR. WEBBER:

10 Q Captain, do you know whether any repairs
11 were done to the rudder and appur-
12 tenances?

13 A At Item 17 there is no notation adjacent
14 to this, which is the normal practice
15 of most every inspector. It is my
16 practice if there is anything that
17 would affect that particular item,
18 the item is not checked off and ad-
19 jacent to it on the opposite page an
20 indication would be made as to what-
21 ever we would find wrong, and then
22 we would come back to it later once
23 it had been completed and my initial
24 would go over that normally with an
25 okay. And then only if the item was

1 considered to be satisfactory would
2 we so check or initial in that box
3 adjacent to the number of the specific
4 item. I don't see anything here, so
5 let me look through my remarks -- I
6 don't have anything reflecting that.
7 I have no knowledge of any repairs.

8 Q Captain, is it possible to inspect the
9 pintle nuts while the vessel is lay-
10 ing afloat?

11 A The upper pintle could be examined while
12 the vessel was afloat.

13 Q What about the lower pintle?

14 A No.

15 Q Why is that, Captain?

16 A Well, the lower pintle would be sub-
17 merged.

18 Q Are the pintles -- normally on vessels
19 that you are familiar with -- covered
20 by inspection plates?

21 A Some are. Some you can see the tops and
22 the bottoms without having to remove
23 a plate.

24 Q And do you have any recollection of
25 whether the COLUMBIA had inspection

1 plates or not in respect to the
2 pintles?

3 A The upper pintles had an inspection plate.

4 The lower pintle, I don't believe for
5 this particular class of vessel has
6 an inspection plate.

7 Q Well, when you say this particular class
8 of vessel, you are referring to the
9 two tankers in general and not the
10 COLUMBIA specifically; is that cor-
11 rect?

12 A Yes. I see by the book that it was an
13 S2 tanker stern, so that is why I
14 mentioned this class of vessel.

15 MR. SMITH:

16 I must caution you, Mr. Webber, that I
17 have a letter here from the Coast
18 Guard which states that the captain
19 cannot be used as an expert witness
20 and he can't be asked questions which
21 refer to opinion, so I wish you would
22 be careful of that because those were
23 the terms of this examination, that
24 it would be strictly to the facts as
25 Captain Heath knows them.

1 MR. WEBBER:

2 I would note for the record, Mr. Smith,
3 that this is the first time I have
4 seen this letter --

5 MR. SMITH:

6 I just received it.

7 MR. WEBBER:

8 Or been made aware of the stipulation.

9 MR. SMITH:

10 Well, it just occurred to me when you were
11 looking at those photographs that you
12 might be going into the area of ex-
13 pert opinion, and I thought I would
14 caution you on that.

15 MR. WEBBER:

16 I would advise you I do not intend to use
17 Captain Heath as an expert.

18 EXAMINATION BY MR. WEBBER:

19 Q Captain, what would you have done or
20 ordered if you had seen, for example,
21 a missing split pin on one of the
22 palm bolts?

23 A A missing split pin?

24 Q Yes, sir.

25 A I would just have it replaced.

1 Q But you would require replacement?

2 A Yes.

3 MR. WEBBER:

4 I have no further questions.

5 EXAMINATION BY MR. SMITH:

6 Q If I understand your testimony on cross-
7 examination, Captain, if there were
8 something there that you saw that
9 required attention, you would have
10 written something in the right-hand
11 column of your book on Page 9; is
12 that correct?

13 A Page 9 --

14 Q Where that would be opposite --

15 A Yes, that would have --

16 Q Item 17?

17 A That is correct. If it required attention,
18 then that particular item that was
19 checked by myself during that survey --
20 or examined by myself during that survey
21 would not have been checked off such
22 as it is now, and I would have noted
23 in the area adjacent to that what I
24 had found amiss and what would be
25 required to be corrected prior to my

1 initialing off or checking off of
2 that Item 17.

3 Q So that when you made that inspection of
4 the rudder according to Item 17 you
5 found nothing in the way of a re-
6 quirement; is that correct?

7 A That is what my book reflects, that is
8 correct.

9 Q Now, on Page 32, the signature under one,
10 signature of U.S. Coast Guard In-
11 spector; is that your signature?

12 A Yes, it is.

13 Q It was your opinion at the time that you
14 checked that that the vessel was fit
15 for the service in which it was speci-
16 fied?

17 MR. WEBBER:

18 Mr. Smith, I object to the question. I
19 believe the document speaks for it-
20 self.

21 EXAMINATION BY MR. SMITH:

22 Q Well, you can answer it, and you can renew
23 your objection in the Courtroom.

24 THE WITNESS:

25 I have so attested, it is the statement

1 here "In my opinion the vessel is
2 fit for the service and route speci-
3 fied," and I have so indicated by
4 signing my name there.

5 Q Was there any particular reason, Captain,
6 that you on Page 14 mention that it
7 was a jumboлизed 2 --

8 A Yes, that is just for future purposes such
9 as this, someone going back and
10 reflecting on this report of the
11 vessel later on would have some in-
12 dication of what the vessel was.

13 MR. SMITH:

14 All right. No other questions.

15

16

* * *

17

18

19

20

21

22

23

24

25

E 88

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT B-1
DRYDOCK EXAMINATION BOOK

V-53-29

DRYDOCK EXAMINATION
BOOK

NAME OF VESSEL	COLUMBIA
OFFICIAL OR AWARD NUMBER	247519
HOME PORT	NEW YORK NEW YORK
ZONE OF THIS EXAMINATION	Dry Dock
DATE COMPLETED	3-26-65 ✓

CG-840 H (Rev. 4-68)

Identified to be a true copy of the original: *Bob Cole*

E 89

Defendants' and Third-Party Plaintiff's Exhibit B-1

VESSEL INFORMATION

CLASS	PROPELLION	
FREIGHT (BULKY)	STEAM	
GROSS TONS	NET TONS	LENGTH (FEET)
14462	9866	553.3'
DATE/BUILT	PLACE BUILT	
1945	PORTLAND, ORE.	
MATERIAL	TYPE OF CONSTRUCTION	
STEEL		
NAME AND ADDRESS OF OWNER		
AMBROSE TRANSPORTATION CO. 350 5TH AVE, N.Y., N.Y.		
NAME AND ADDRESS OF CHARTERER OR OPERATOR		
ORIENTAL EXPORTS, INC.		
NAME AND ADDRESS OF AGENT		
CLASSED BY		
ABS		
ZONE WHERE CERT. OF INSP. ISSUED	DATE EXPIRES	
NEW YORK, NY	6 APRIL '66	
PURPOSE OF DRYDOCKING		
SHELL REPAIR		
ROUTE:		
OCEANS - TWO YEARS		

1

Certified to be a true copy of the original:
AB Cole

BEST COPY AVAILABLE

Date & Place of Last Certification:
None

None

CONDITION OF VESSEL

1. Vessel gas-free as required

- Date of gas-free certificate 3-22-66
- Gas chemist on approved list

Yes No

2. Hull and/or structural members gauged for material thickness

Yes (Enter or attach report in back of book)

No

3. External structural members

- Plating
- Planking
- Caulking
- Reinforcing straps
- Stem
- Sternpost
- Bilge keels
- Keel

4. Internal structural members

- Bulkheads
- Decks
- Tanktops
- Longitudinals
- Floors
- Frames
- Intercostals
- Stiffeners
- Beams
- Connections

Certified to be a true copy of the original
[Handwritten signature]

5. Vessel carefully examined for fractures and
" previous fracture repairs

6. Vessel structurally reinforced in accordance C C
with applicable instructions

7. Fastenings

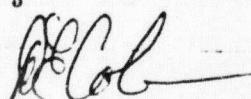
- Rivets
- Welding
- Nails, screws, bolts

8. Ground tackle

- Anchor cables ranged
- Yes No
- Cable shackles and pins
- Anchors
- Hawse pipes and covers
- Chain pipes and covers
- Chain lockers
- Cables properly marked

9. Airports below weather decks

- Dogs or other securing appliances
- Rims or seats
- Glass
- Dead covers
- Hinges and lugs



10. Sideports

- Dogs or other securing appliances
- Frames
- Doors
- Hinges
- Gaskets
- Operating equipment

11. Ash and rubbish chutes

- Watertight cover and means of securing
- Non-return valve

12. Self bailers and cockpit freeing ports

- Check valves
- Positive closing valve

13. Compartment or inner bottom drains (dry-docking drains)

- Securing plugs

14. Scuppers, soil lines, tank overflows

- Valves

15. Draft marks and load lines

- Proper locations
- Legibly inscribed
- Proper spacing and size
- Leadline is verified

16. Stern frame

17. Rudder(s)

- Number of _____
- Pintles
- Gudgeons
- Skeg
- Stock
- Intermediate stock
- Steadiment bearing(s)
- Carrier
- Rudder trunk
- Plating
- Fastenings
- Palm and palm bolts
- Fairwater
- Bushings

18. Propeller(s)

NO.	NO. BLADES (EACH)	MATERIAL	CONSTRUCTION
1	4	Bronze	Solid

- Locknut(s)
- Cap
- Rope guard
- Propeller fitted to shaft

19. Tail shaft(?)

DATE DRAWN	3-22-65
SIZE	12"
TYPE OF STERN TUBE BUSHINGS OR BEARINGS	
Lignum V. face	
WEARDOWN	3/16"

- Stern tube and gland
- Key and keyway
- Retaining rings
- Shaft sleeve or liner
- Struts and strut bearings

20. Sea chests, spool pieces, through hull fittings

- Strainers removed:



All

None

Part (Show on opposite page those opened or unopened)

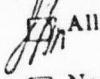
- Welds
- Baffles
- Strainer fastenings
- Fastenings
- Branch connections

21. Sea valves

- Fitted where required:

Yes No

- Valves opened for examination:



All

None

Part (Show on opposite page those opened or unopened)

- Body
- Guides
- Threads
- Seat
- Stems
- Discs
- Plug cocks
- Holding down bolts
- Closure tested (Local and/or remote)

11
R. Cole

22. Bilge injection valves

- Connected:

To main circulating pump

To largest available pump

- Non-return operation

- Operated

REMARKS (Including Diary)

JACKSONVILLE SHIPYARD INC

3-22-65

Commenced drydock examination, examined
rudder underwater
looks and side shell
including stern
frame, rudder,
propeller and bulge
keel. Vessel a
"generalized" T-2
Conducted survey
of bottom damage
by way of nose piece
in 1, 2, 4 and 5
D-1 from 3 ft through 11
ft draft marks
D-4 - port A.M.D.B. 6.

14

part and D-1, 5 3+4
portion stated and G
4+5 cited. Area found
to be heavily rusted
and will be dealt
with by cropping to
good metal and resweld.
Intervals will be
dealt with as found
necessary. Examination
to continue
into thick

3-22-65

Visited vessel to
commence D/D exam-
ination. Witnessed
a satisfactory magnetic
particle test of hull

15

P. Cole

shaft which had been drawn for examination. Examined Sea valves, sea chest & storages. All considered satisfactory except items noted page 11 which have been put in hand. To continue.

J. M. Gaughan.

3-23-65

Continued drydock examination, checking fittings and progress of bottom plate removal. All work being carried out in a subs-factory manner. Examination to continue.

EE Heath

3-24-65

Continued drydock examination, checking progress of bottom plate removals.

EE Heath

17
H. Cole

3-25-65

Continued dry dock examination, dry secured internal welding in way of side plate removal, FK - P+G streaks, 11 tools p+g, copper base, 21 legs p+g and forefoot tank witnessed satisfactory water load test to allow dry secured internal welding in way of side shell removals P+G streaks port and starboard. Witnessed satisfactory base test to normal. All hull repairs in way of removals completed

18

in a satisfactory manner

by Head

3-26-65

Completed dry dock examination, vessel floated, all repairs witnessed to have been carried out in a satisfactory manner

by Head

3-26-65

Repairs noted page 11 completed in a satisfactory manner. Inspection completed both side of ship.

19

D Cole

Attest: Certified to be a true copy of the original:

30

certified to be a true copy of the original.

Record of Inspection

DATE	PLACE	HOUR ARRIVED	HOUR DEPARTED	INSPECTOR
3-22-65	Lat Ship	0900	1130	West - Jlm
3-23-65	" "	1300	1430	RSP -
3-24-65	" "	0900	1000	RSP -
3-25-65	" "	1300	1430	RSP -
3-26-65	" "	0900	1000	Jlm

E 99

Defendants' and Third-Party Plaintiff's Exhibit B-1

E 100

Defendants' and Third-Party Plaintiff's Exhibit B-1

Record of Inspection

Name and title of vessel's representatives assisting
in the examination:

A. BURCK OWNER REP

In my opinion the vessel

is

is not

fit for the service and route specified.

we stand

(1) Signature of U. S. C. G. Inspector

J. H. Faughlin

(2) Signature of U. S. C. G. Inspector

★ U. S. GOVERNMENT PRINTING OFFICE : 1950—O-463200

Certified to be a true copy of the original:

Bob Cole

E 101

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT B-2

HULL INSPECTION BOOK

V-5329
SD

HULL INSPECTION BOOK
CONDITION OF VESSEL

NAME OF VESSEL	
COLUBRINA	
OFFICIAL NUMBER	CLASS
247519	FREIGHT (PUBLIC)
ZONE OF INSPECTION	
JACKSONVILLE	
DATE OF CARGO GEAR CERTIFICATE	
26 July 1967 7-25-67	
VESSEL CLASSIFICATION BY	
41-111 @	AB5
DATE OF LOAD LINE	DATE OF INDORSEMENT
26 July 1967	
LOAD LINE ROUTE AUTHORIZED	
OCEAN	
CUSTOMS DOCUMENT	
REG. PREC.	
DATE OF FCC CERTIFICATE	
24 July 1964	
APPLICATION RECEIVED	
<input type="checkbox"/> YES	<input type="checkbox"/> NO
INITIAL INSPECTION	DATE COMPLETED
INSPECTION FOR CERTIFICATION	DATE COMPLETED
REINSPECTION (SPECIFY TYPE)	DATE COMPLETED
<input type="checkbox"/> FIRST <input type="checkbox"/> SECOND <input type="checkbox"/> THIRD	Passenger Vessels Only
	<input checked="" type="checkbox"/> MID-PERIOD <input type="checkbox"/> OTHER

CC-440 A (Rev. 4-63)

Certified to be a true copy of the original:

DC/C

E 102

Defendants' and Third-Party Plaintiff's Exhibit B-2

OWNER - AMERCOSE TRANSPORTATION COMPANY
ADDRESS -

REPRESENTOR - ORIENTAL EXPORTERS INC
ADDRESS - 350 FIFTH AV
NEW YORK

AGENT -

INSPECTED AT NORFOLK VA
6 APRIL 1964

HOME PORT - NEW YORK

BUILT - PORTLAND OREGON
1945

MASTER - P.R. MEYER

HULL INSPECTION BOOK
CONDITION OF VESSEL

Certified to be a true copy of the original:

Bob

A. LIFESAVING EQUIPMENT

Lifeboats and Equipment

1. Lifeboats and life rafts stripped, cleaned and overhauled.
Last previous date (if other than this inspection) ~~is after this inspection~~
2. Lifeboats and work boats
 - Hull and fittings
 - Tanks and fittings
 - Equipment and stowage
 - Cradles
 - Grips
3. Life rafts
 - Releasing gear
 - Structure and tanks
 - Equipment and stowage
4. Life floats
 - Equipment
 - Stowage
5. Buoyant apparatus
 - Equipment
 - Stowage
6. Disengaging apparatus examined or tested and marked as required.
 - Universal joints
 - Safety latches
 - Hooks
 - Locking knuckles
 - Frame
 - Holes for shackles not worn too large
7. Number of F. C. C. approved portable radios for lifeboats
8. Radio installation for lifeboats complies with F. C. C. and/or international convention (where required).

2

3

SIZE REQUIREMENT FOR #1-2-25

LIFEBOATS

OCT 3-25-65

RENEW 11-4 years, 16-4

LIFERAFTS

OCT

OCT

OCT

OCT

Certified to be a true copy of the original:

J. Cole

9. Motor lifeboats

- Engine operating test
- Ahead and astern test
- Fuel tanks
- Searchlight test (passenger vessels)

O C

10. Hand propelled lifeboats given operational test

O C

11. Lifeboat test

 Suspension Flotation Release

O C

12. Davits

- Foundations
- Moving parts
- Fittings

13. Falls (date last renewed, if known)

*allowable
and for red this inspection
(see requirement)*

14. Lifeboats winches

- | | |
|------------|----------|
| • Brakes | • Cranks |
| • Controls | • Covers |

O C

15. Limit switches and electrical controls

*check 3-25-65
raise up all navigation
lights*

16. Fairleads, cleats or cruciform bitts

O C

17. Embarkation aids

- Ladders
- Access
- Spans and lifelines
- Illumination
- Frapping and tricing lines

O C

4
Certified to be a true copy of the original:

Al Cole

E 105

Defendants' and Third-Party Plaintiff's Exhibit B-2

Life Preservers

18. Total stamped passed 58 (Adult) 0 (Children)

19. Number rejected by inspector 3

20. Required notices and markings

- Stowage lockers
- Wearing instructions
- Location instructions (passenger)

21. Ring buoys

- Lights
- Lines

Line Throwing Apparatus

22. Line throwing apparatus

- Equipment
- Required drills held
- Magazine

Drawn
3-24-65

SIGHT & LIFE JACKETS

O C

Drawn
3-24-65

SIGHT & RING BUOYS &

O C

2 WATER LIGHTS

O C

O C

O C

6

Certified to be a true copy of the original:

R Col

B. FIRE PROTECTION EQUIPMENT

1. Patrol system

- Stations properly numbered and sealed
- Key clock charts

O C

2. Fire detection

- Control cabinet including alarms
- Charts and identification
- Thermostats
- Manual controls
- Intake heads
- Tested

O C

3. Fire control equipment (passenger vessel)

- Fire and subdivision screens
- Controls (tested)
- Draft stops
- Fire doors (tested)
- Fire dampers
- Hose passing ports

O C

4. Fire main system and stations

- Piping (tested)
- Cut-off valves
- Drains
- Hydrant
- Nozzles and spanners
- Fog nozzles—applicators
- Strainers, etc.
- Marking

O C

5. Total length of all hose tested

550'

JL
check

Number of hoses tested

17

SNOOK 2 LOCNTS 1 1/2" 14-22

O C

Certified to be a true copy of the original:

Al Cole

6. Fixed systems

- Controls, instructions, marking
- Alarms tested
- Piping
- Heads, distribution
- Bottles weighed (date)
- Bottles hydro-tested (date)
- Foam containers (refilled)
- Sea suction, strainers
- Tested

O C

*SER. NUMBER LIDDE**REPORT UP TO 25 MARCH 1965*

O C

7. Semi-portable

- Bottles weighed. Date hydro-tested
- Controls
- Hose and diffuser
- Foam and chemicals container
- Discharged and refilled
- Examined

O C

8. Portable

- Discharged and refilled, weighed or tested
- Last previous (date)
- Bottles hydro-tested (date)
- Spares
- Markings

O C

O C

O C

Certified to be a true copy of the original:

Bob

C. EMERGENCY EQUIPMENT

1. Emergency lighting
2. General alarm systems
 - Controls
 - Batteries and fuses
 - Tested
 - Marking
3. Emergency sound equipment (passenger)
4. Emergency gear
 - Portable electric drills
 - Fresh air breathing apparatus
 - Explosion-proof flashlights
 - Fire axes
 - Self-contained breathing apparatus
 - Flame safety lamps
 - All purpose masks and spare charges

*SEE BACK SIDE OF REVERSE
FACSIMILE ATTACHED 840 B*

O C

O C

O C

*Obit 3-25-65
FIRE DAMPERS FROZEN*

D. VENTILATION

1. Adequate for all compartments
2. Remote controls to power ventilation marked and tested
3. Closures for spaces protected by fixed smothering systems
4. Fuel tank vents

O C

O C

13

Certified to be a true copy of the original:
R. Cole

E. NAVIGATION EQUIPMENT1. Steering gear

- Main gear tested—all stations
- Auxiliary gear tested—all stations
- Instructions and markings
- Rudder angle indicator

O C

2. Electronic equipment

- Tested, evidence of

O C

3. Compasses4. Sounding equipment

- Mechanical, deep sea
- Fathometer
- Hand, deep sea
- Hand lead

O C

5. Internal communications and control system

- Telegraph—failure alarms
- Telephones
- Voice tubes
- Emergency loudspeaker system
- Public address system
- Bell pulls
- Pilot house controls

.....
.....
.....
.....
.....
.....
.....
.....

6. Navigation lights and signals

- Control panels
- Running lights
- Anchor lights
- Special day and night signals
- Distress signals and stowage
- Flag signals
- Whistle, light, bells, gongs
- Day and night signal devices

O C

O C

.....
.....
.....
.....
.....
.....
.....
.....

F. GROUND TACKLE1. Anchors2. Mooring, standing and running gear (other than gear covered by Cargo Gear Certificate)

O C

Certified to be a true copy of the original:

J. Cole

**G. HULL, DECKS, FITTINGS AND
WATERTIGHT INTEGRITY**

1. Watertight doors in subdivision bulkhead tested
by:

- Local control by hand
- Local control by power
- Remote control by hand
- Remote control by power

O C

2. Bulkhead penetrations

O C

No test

3. Valves and controls

O C

*INTERNAL VALVE TO FLOOR -
PEAK COFFERATIVE FROM
MAIN DECK*

- Bilge valves
- Overboard discharge valves
- Equalizing valves
- Emergency shut-off valves
- Scupper valves

4. Bilge wells, cofferdams and suction

5. Piping protection

- Removable guards (where required)
- Cargo hold
- Baggage spaces

6. Hull openings and closures

O C

- Side ports
- Air ports and dead covers
- Refuse chutes
- Other openings

O C

7. Deck openings and closures

O C

- Closing devices
- Gaskets

O C

E 111

Defendants' and Third-Party Plaintiff's Exhibit B-2

8. Ladders, rails and gangways (including accommodation ladders or pilot ladders)

O C

9. Guards, rails, catwalks, lifelines at hazardous places

10. Cargo gear examined (in absence of Cargo Gear Certificate)

11. Elevators and escalators

O C

12. Storm shutters

13. Passenger vessels

O C

- Staterooms
- Shops
- Utility spaces

14. Hull structure (list inaccessible compartments or areas)

- Decks
- Shell
- Bulkheads
- Tank tops
- Strength members

O C

O C

O C

Certified to be a true copy of the original:

J. C. Cole

H. ACCOMMODATIONS AND OTHER SPACES

1. Hospital and first aid equipment
2. Operating room explosion proof
3. Accommodations and storerooms

- Size
- Ventilation
- Lighting and wiring
- Heating
- Sanitation
- Screens
- Insulation
- Fire retardant
- Galley equipment
- Required alarms and locks

I. EMERGENCY DRILLS

1. Drills were required
2. Date held
3. Boat drill:
 - Number on the boats swung out
 - Number on the boats lowered to water
 - Number of crew exercised in boats
4. Fire drill held
5. Detailed remarks on drills:

SITE REQUIREMENT

P. Col

J. FORMS, NOTICES, AND PUBLICATIONS

1. Coast Guard Forms listed on page 24 posted where required and legible
2. Stateroom notices posted
3. Damage control information booklet
4. Stability letter posted under glass in pilot-house
5. Vessel has following:
 - Laws Governing Marine Inspection (2 copies)
 - Copies available to passengers
 - Rules and regulations for class
 - Load line regulations
6. Required International Safety Convention certificates posted
7. Notices and/or markings where required are conspicuous, legible and proper size.
8. Officers' licenses examined.

O C

O C

O C

O C

O C

O C

PERMIT

ISSUED BALTIMORE MD

26 SEPT 1962

Certified to be a true copy of the original:

R Col

FORMS AND PUBLICATIONS

CG No.	Description or Title	Instructions on Posting
802	Persons Allowed in Pilothouse.....	(Pass(FY)—3 ea) (1 in P. H.)
803	Pilot Rules (Inland).....	(Poster)—All, using waters (1 in P. H. S.)
404a	Rules for Lights for Barges, etc.....	(Poster)—All, using certain waters—Conspicuous places
805	Pilot Rules—Western Rivers.....	(Poster)—All using waters—(1 in P. H.) (Other in conspicuous place)
807	Pilot Rules—Great Lakes.....	(Poster)—All using waters—(1 in P. H.) (Others in conspicuous place)
809 24	Stn. Bills, Drills, Report of Master.....	(Poster) (Pass—3 ea)—1 copy other vessels (conspicuous place) (P) (Inland)—1 ea—posted main deck
810	Duties of Mates, Inland Pass Vessel.....	5 copies—1 ea—(P. H.) (E. R.) (Sea, Fire and St. Dept)
811	Life Saving Instructions, Gun and Rocket Apparatus.....	Posted—All, over 25 G. T.— (P) and (All other Insp. V) or 500 G. T.—Where best serves purpose
841	Certificate of Inspection.....	(P) and All (O. and C.) or 500 G. T. (in P. H.)
848	Station Bill (or similar form).	All, using waters—2 if practicable (In conspicuous places)
2832	Vessel Inspection Record.....	5 ea—Posted where best seen
3018	Gen. Regs. Corps of Eng. and C. G.	(Tank Vessels)—(In pump room)
3256	Atomic Attack Instruction.....	
3372	Oil Pollution, Harbors, Nav, Waters.....	

Certified to be a true copy of the original:

25

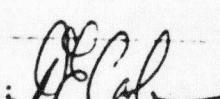
E 114

Defendants' and Third-Party Plaintiff's Exhibit B-2

K. MISCELLANEOUS

1. Gas freeing for repairs
 - Gas Chemist Certificate for areas as required
2. Escapes
 - Two, where required
 - Absence of locks
3. Draft marks
 - Legible
 - Size
 - Properly spaced
4. Load line markings
 - Conform to load line certificate
 - Legible

Certified to be a true copy of the original:

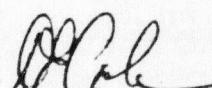


L. TANK VESSELS

1. Warning notices posted
2. Gas-free condition
 - Extent gas-free
 - Date of Gas-Free Certificate
 - Gas Chemist Certificate approved
3. Pump rooms
 - Lighting and wiring
 - Ventilation
 - Bulkhead penetration
 - Bilges
 - Pumps and controls
 - Relief valves
 - Piping valves
 - Cofferdams
4. Cargo spaces
 - Trunks and hatches
 - Ullage openings
 - Liquid level gages
 - Deck penetrations
 - Heating coils
5. Cargo piping
 - Expansion joints
 - Controls
 - Supports
 - Hoses—drip pans

○ ○
○ ○
○ ○
○ ○
○ ○
○ ○
○ ○

Certified to be a true copy of the original:



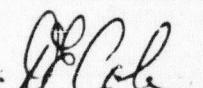
6. Cargo tank venting

- Independent PV valves
- Independent goosenecks
 - Flame screen
- Common header system
 - PV valves
 - Drains
 - Flames arrestor
 - Inert gas controls

7. Nonsparking tools8. Explosion proof fixtures9. Independent tanks

- External examination
- Date of internal examination
- Date of hydrostatic test

Certified to be a true copy of the original.



REMARKS (Including Diary)

Jacksonville supplied me
3-23-65

Commenced mid-period
inspection, examined
life boats and equipment
in boat found to
be wasted through in
bottom - requiring one
plate in it. Straps to be
removed. Examined
drills and embarkation
equipment. Failed to
be and for ended the
inspection. Examined
ring buoys & water lights
also emergency equipment.
Examined fire-extinguishers
deck and line throwing

32

equipment checked.
Walter K. Cole servicing
of fixed and portable
fire extinguishing
equipment. Checked
various items. Inspection
to continue.

W. Cole

3-24-65

Continued mid-period
inspection, examined
and stamped life boats,
tested general alarms
and several powered
phones. Conducted
stress test examination
of vessel's weather
deck areas. Examined

33

R. Cole

Certified to be a true copy of the original.

Observed to come.
 Examined deck piping
 and deck machinery.
 Examined ventilation
 including fire dampers. Coordinated inspec-
 tion of fwd. service
 spaces, checked opera-
 tion of internal drainage
 valves fwd. Checked
 various misc items.
 Suggested to continue

for Head

3-25-65

Continued mid period
 suggestion. Examined
 completion of repairs to
 4 life boats, tested
 general alarm, communica-
 tion system and
 reaper alarm. Tested
 steam machinery controls.
 Checked completion of misc
 repairs. Examined
 emergency equipment
 and life throwing
 equipment - Existing
 vessel's plant being
 put on the line to
 complete inspection of
 steaming gear.

McCole

3-26-65

Completed mid-period inspection. Tested clean
washing system - tested
fire hoses and main. C
Tested steering gear,
telegraph, navigation
lights and whistles
Checked receipt of deficient
stores items of equipment.
Signed receipt of visit
card and issued two
outstanding requirements.

R.E. Head

Certified to be a true copy of the original:

Bob

Certified to be a true copy of the original:

Record of Inspection

DATE	PLACE	HOUR ARRIVED	HOUR DEPARTED	INSPECTOR
3-23-65	MAX SICKNESS	1130	1620	W.E.H.
3-24-65	" "	0900	1500	W.E.H.
3-25-65	" "	1000	2400	R.E.H.
3-26-65	" "	2400 0800	0130 1000	L.P.B.
3-26-65	" "	1800	2000	W.E.H.

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Defendants' and Third-Party Plaintiff's Exhibit B-2

E 122

Defendants' and Third-Party Plaintiff's Exhibit B-2

Record of Inspection

Name and title of representatives of the vessel assisting in the inspection:

N. BURK
Hawkins
Own Rep.

HRISTOTLE PAROS ON WHITE

In my opinion the vessel

is

is not

fit for the service and route specified.

L.S. Hatch
(1) Signature of U. S. C. G. Inspector

L.S. Hatch
(2) Signature of U. S. C. G. Inspector

U. S. GOVERNMENT PRINTING OFFICE: 1950-O-483879

48

CG 835
(Rev. 1-63)

TREASURY DEPARTMENT
UNITED STATES COAST GUARD

Office of Officer in Charge,
Marine Inspection Port Montevideo Date 3-12-65

S. S.
O. M. HATCH M. V. CHRISTOTLE G. T. 145127

You are directed to inform the above officer when the following requirements have been corrected.

1. - WITHIN SIXTY (60) DAYS OF 1-2-65

REASON TO BE STRANDED, CLEANED
AND OVERHAULED IN ACCORDANCE WITH
THE REQUIREMENTS OF THE CGR

3-29-65
2. - WITHIN SEVEN (7) DAYS ACCORDING
TO THE FOLLOWING

3-26-65
(a) END FOR END ALL ELO-1000
1955

(b) END A SIDE & FRONT DRAFT

Acknowledged

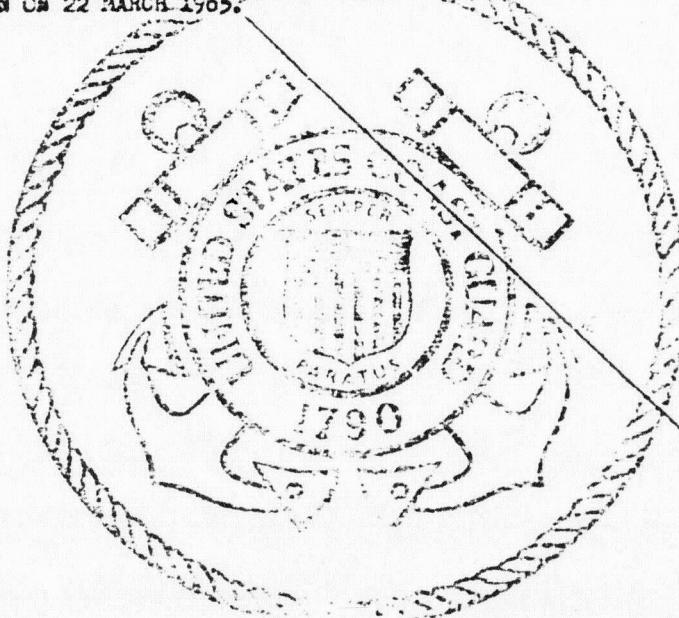
L.S. Hatch J.G. Miller Marine Inspector
Time 1950 Date 3-12-65
18-12025-A-3

Certified to be a true copy of the original: Bob

E 123

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT B-3

CERTIFICATE OF INSPECTION AMENDMENT

ACG	cc to: COMDT (MVI) Via CGCD7 (n) Collector of Customs, Portsmouth, Va. - DIRECT CCMI, Portsmouth, Va. - DIRECT	7-5329
TREASURY DEPARTMENT U. S. COAST GUARD CG-858 (Rev. 7-61) 2 to Oriental Exporters, Inc., 350 5th Ave., New York, N.Y. on 3-29-65		CERTIFICATE OF INSPECTION AMENDMENT
NAME OF VESSEL	OFFICIAL NUMBER	
COLOMBIA	247519	
CLASS	GROSS TONS	HOME PORT
Freight	14,452	New York, New York
WHEN AND WHERE BUILT	1945 - Portland, Oregon	
DATE CURRENT CERTIFICATE OF INSPECTION EXPIRES	DATE AND PLACE CURRENT CERTIFICATE OF INSPECTION ISSUED	
6 April 1966	4-6-64 - Portsmouth, Virginia	
The Certificate of Inspection issued to the vessel described above is amended as follows:		
<p>VESSEL DRYDOCKED AT JACKSONVILLE, FLORIDA ON 26 MARCH 1965. TAIL SHAFT DRAWN ON 22 MARCH 1965.</p> 		
DATE OF ISSUE	INSPECTION ZONE	OFFICER IN CHARGE, MARINE INSPECTION
26 March 1965	Jacksonville, Florida	Wm. H. ST GEORGE, Commander, USCG
INSTRUCTIONS		
<p>1 This amendment shall be issued to authorize changes to the conditions or particulars entered on a current valid Certificate of Inspection (Form CG-841 or CG-3753) or to the conditions or particulars entered on a current valid amendment to such Certificate of Inspection. When issued it shall become a part of the Certificate of Inspection which it amends.</p> <p>2 The original of this amendment shall be delivered to the master or owner of the vessel named herein and must be framed under glass with or near the vessel's Certificate of Inspection. If the Certificate of Inspection is not required to be posted, this amendment must be kept on board with the Certificate of Inspection and shown on demand.</p> <p>3 One copy of this amendment shall be filed in the office of the issuing Officer in Charge, Marine Inspection. In addition one copy shall be distributed to each of the following:</p> <ul style="list-style-type: none"> (a) The Chief Officer of Customs of the district in which a copy of the current Certificate of Inspection was filed. (b) The Officer in Charge, Marine Inspection who issued the current Certificate of Inspection. (c) The Commandant (MVI) 		
EDITION OF 6-58 MAY BE USED		
Certified to be a true copy of the original: <i>[Signature]</i>		

E 124

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT B-4

EXCERPTS FROM COAST GUARD RULES AND REGULATIONS
FOR CARGO AND MISCELLANEOUS VESSELS

RULES AND REGULATIONS

FOR

CARGO AND MISCELLANEOUS VESSELS

SUBCHAPTER I

(Title 46, C.F.R., Parts 90 to 98, Inclusive)



CG-257

JANUARY 3, 1966

UNITED STATES COAST GUARD
TREASURY DEPARTMENT

UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1966

E 125

Defendants' and Third-Party Plaintiff's Exhibit B-4

TREASURY DEPARTMENT
UNITED STATES COAST GUARD

Address reply to:
COMMANDANT
U.S. COAST GUARD
WASHINGTON, D.C. 20226



CMC
January 3, 1966

FOREWORD

All the regulations governing the inspection of merchant vessels are contained in Chapter I, Title 46 (Shipping) of the Code of Federal Regulations (46 CFR) and are applicable to certain merchant vessels which are subject to Title 52 of the Revised Statutes (secs. 4399-4500) and acts amendatory thereof or supplementary thereto.

The regulations in this pamphlet, "Rules and Regulations for Cargo and Miscellaneous Vessels," CG-257, are copied from Subchapter I (Cargo and Miscellaneous Vessels) of Chapter I of Title 46 CFR, and specific application is set forth in detail throughout the text. These regulations and all changes thereto have been published in various daily issues of the Federal Register prior to January 3, 1966. This pamphlet replaces the prior edition of September 1, 1964, and contains requirements currently in effect.

In applying these regulations to merchant vessels certain factors have to be considered, among which are the size of the vessel, the service in which the vessel is engaged, and the waters upon which the vessel is operated. In this regard, shipowners, operators, builders, vessels' operating personnel and other persons affected by the navigation and vessel inspection laws should familiarize themselves with the regulations contained in this pamphlet. To this end, Coast Guard personnel concerned with the administration and enforcement of these laws, namely, the Coast Guard District Commander, and the Officer in Charge, Marine Inspection, who have jurisdiction over Coast Guard inspection activities in the general area of the port in which he is situated, will extend, upon request, every possible assistance.

The regulations contained in other subchapters of Chapter I of Title 46 CFR concerning the materiel inspection of merchant vessels are also reprinted in separate pamphlets.

A handwritten signature in cursive script, appearing to read "E. J. Roland".
E. J. ROLAND,
Admiral, U.S. Coast Guard,
Commandant.

Dist: (SDL No. 82)
A: None
B: c(6); e n(5); f g p q(1)
C: g m o(1)
D: i r v(1)
E: o(1)
F: (p(1)
List 112
List 160



Keep Freedom in Your Future With U.S. Savings Bonds

INSPECTION AND CERTIFICATION

§ 91.50-1(a)

tion zone the vessel is available for such inspection and examination.

91.37-80(b) For the initial inspection and examination of cargo gear by the Coast Guard, the advance notice shall be to the cognizant Officer in Charge, Marine Inspection, as early as possible and shall include sketches and/or drawings showing each unit of cargo gear, the identification of component parts and the safe working loads. Copies of original certificates of manufacturers and/or testing laboratories, companies, or organizations maintained on the vessel may be accepted by the cognizant Officer in Charge, Marine Inspection, when satisfied such certificates properly describe the qualities of the component parts of the gear in question.

91.37-85 Responsibility for conducting required tests and examinations

91.37-85(a) The vessel's owners and/or operators shall furnish and pay the expenses required in conducting the tests and examinations prescribed by the regulations in this subpart, including the supplying of all instruments, other equipment, and personnel including personnel supervision for performance of all work required.

91.37-85(b) The Coast Guard's participation in these required tests and examinations shall be confined to witnessing required tests and examinations with the view to determining whether or not the gear is satisfactory for the purpose intended. In the event it is determined that the gear is defective or unable to meet the standards set forth in this subpart such gear, or portions thereof, shall be replaced to the satisfaction of the Officer in Charge, Marine Inspection, having jurisdiction over the vessel.

91.40 DRYDOCKING

91.40-1 When required

91.40-1(a) Except for extensions as authorized by the Commandant, all vessels shall be placed in drydock or hauled out for examination within the periods set forth in this paragraph, depending upon the service.

91.40-1(a)(1) Each vessel should be drydocked or hauled out at intervals not to exceed 18 months if it operates in salt water an aggregate of more than 9 months in the 18-month period since it was last drydocked or hauled out.

91.40-1(a)(2) Each vessel shall be drydocked or hauled out at intervals not to exceed 36 months if it operates in salt water an aggregate of more than 3 months but not more than 6 months in each 12-month

period since it was last drydocked or hauled out. When a vessel exceeds an aggregate of 6 months service in salt water in any 12-month period since it was last drydocked or hauled out, it shall be drydocked or hauled out within 6 months after the end of that period or within the 36-month interval, whichever is earlier.

91.40-1(a)(3) Each vessel shall be drydocked or hauled out at intervals of 48 months if it operates in salt water an aggregate of more than one month but not more than 3 months in each 12-month period since it was last drydocked or hauled out.

91.40-1(a)(4) Each vessel shall be drydocked or hauled out at intervals not to exceed 60 months if it operates in salt water an aggregate not exceeding one month in each 12-month period since it was last drydocked or hauled out.

91.40-5 Notice by owner

91.40-5(a) The master, owner, or agent shall notify the Officer in Charge, Marine Inspection, when any vessel is to be placed on a drydock in order that an examination of the underwater portion of the vessel may be made if deemed necessary.

91.45 REPAIRS AND ALTERATIONS

91.45-1 Notice required

91.45-1(a) No repairs or alterations affecting the safety of the vessel with regard to the hull, machinery, or equipment, shall be made without the knowledge of the Officer in Charge, Marine Inspection.

91.45-1(b) Drawings of alterations shall be approved before work is started unless deemed unnecessary by the Officer in Charge, Marine Inspection.

91.45-1(c) Drawings will not be required for repairs in kind.

91.45-5 Inspection required

91.45-5(a) An inspection either general or partial depending upon the circumstances shall be made whenever any important repairs or alterations are undertaken.

91.50 SPECIAL OPERATING REQUIREMENTS

91.50-1 Inspection and testing required when making alterations, repairs, or other such operations involving riveting, welding, burning or like fire-producing actions.

91.50-1(a) The provisions of "Standard for the Control of Gas Hazards on Vessels to be Repaired," NFPA No. 306, published by National Fire Protection Association, 60

E 127

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT C-1

DECK LOG DATED AUGUST 3, 1966 TO AUGUST 5, 1966

Log of the {S. S.
M.V.} *Columbia*

from Suez to Korea

Dated Friday August 5th 1866

BEDTIME LIGHTS		COTTERELLE P.M. TO BED		COTTERELLE IN STATION		LAWRENCE BED	
NAME	TIME	NAME	TIME	NAME	TIME	NAME	TIME
Midnight to	A.M.	1		1		0629	Bellinger Moran
P.M. to Midnight		2		2		0744	Allen, Mrs.
		3		3		0745	Allen, Hubert
		4		4		0747	Frances
		5		5		1626	Bellinger, Madeline
		6		6		2020	James
		7		7			
		8		8			
		9		9			
		10		10			
		11		11			
		12		12			

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Defendants' and Third-Party Plaintiff's Exhibit C-1

Log of the {S. S.} Columbia from S.E. Z. to N. I. Ia.
(M.V.)

Date Wednesday August 14 1966
-42 82

Run	Loc	Course			Wind	Barometric	Temperature		Crew Control		Bottom Control	
		Standard	Cross	Bearing			Air	Water	Emergency	Direction		
A.M.	1											
	2											
	3											
	4	Drifting		SW	6	29:74	77°	76				
	5	0930 EXAMINATION & INSPECTION REVEALS THAT RUDDER FELL OFF CLEAR OF OBSTRUCTIONS FROM HULL ANGLE. NO RESENT DAMAGE IS SIGHTED. TROPOLE, STEERING ENGINE & GEAR PLATES ON FRAMES OF VESSEL										
	6	DRIFTING		SW	5	2950	51°	77				
	7	1000 AFTER PEAK TANK CHECKED FOR SALTWATER AND FOUND TO BE SATISFACTORILY HOLDING ITS NORMAL FRESHWATER.										
	8	DRIFTING		SW	6	2978	55°	77				
	9											
	10											
	11											
	12											
P.M.	1	Latitude N	Longitude E	Course	Distance	Time	Barometer	Latitude N	Time	Barometer	Latitude N	Time
	2	12-52	58-31		72	2095	11-34	50-44.5	11-34	50-44.00	50-44.5	11-34
	3	1330 CHECK ABOUT WICKS SHOWS COLLAPSED JETTIES, LEFT OR DATA LINE NOT CALLED DOWN IN SEA FLOOR HAD BEEN LOST OR BROKEN. A SECTION OF THE LINE IS SEEN, SECTIONS OF PLASTIC PIPE BOTTOM SEEN. ESTIMATE OF LENGTH IS ABOUT 100 FEET. THIS IS THE ONLY SECTION OF THE LINE THAT WAS FOUNDED. END OF LINE IS BROKEN AND HAS BEEN OPEN TO BE INSPECTED.										
	4	DRIFTING		SW	6	29:73	76					
	5	1410 HARD RAILS ON MAIN DECK FOUND LOOSE & BROKEN, 3 SECTIONS PIPE TRUNK PANTS MISSING PORT SIDE.										
	6	DRIFTING		SW	6	2926	80°	76				
	7											
	8											
	9											
	10	DRIFTING		SW	5	2975	76					

BLOWING LIGHTS		Complaints			Comments	
Time	Blow	AM	P.M.	Blow	Blow	Blow
Midnight to		A.M.				
P.M. to Midnight						
DROWNING DATES						
Time						
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						

ENGINE PERFORMANCE										
Dimensions (in inches)	Bore	Stroke	A. B. M.	Frontal Area (sq. in.)	Front On Weight (lb.)	Front On Weight (lb.)	Front Weight Centered (lb.)	Front Weight Centered (lb.)	Total Weight (lb.)	Type of oil used
90	88.5	34.0	80	5200	5	500	—	—	2495	—

1329 start running slow acting to trip from 23 acting 1426 stop

1600 Colony Modough S.W. via swl - and rolling mod
ice shipping see under port of

Partly cloudy. Rough & choppy - swell very moderately - air

~~2400. Piccadilly Vessel Rolling - F. 5H SWLY SEAS
+ Modly Heart Snell - SHIPWRECKS F. 5H A-frame Lake 552~~

Log of the {S. S.
M.V.} *Caledonia*

from P. a. 156.
S.A.F. -

Dateline 15 August 1913
-4h

principali degli Stati americani e le loro relazioni.

OHAN' Few plants rough, dry soil, and good foliage Eds.
24 or 26 inches advanced 20 min. old surface "

Partly cloudy, rough surface; small rollers, moderately wavy

1200: Pt. cloudy - Very rough SWIN & SEA & SWELL - SHIPPI NG
HEAVY SEAS FORE & Aft Main decks ELM.
1300 Weather slightly better General alarm.

ENGINE PERFORMANCE

Debtors (in Lakh)	Spent on Excess	Average Rate of Interest (Percent)	Prn. On Excess Bal. (Lakh.)	Prn. On Bal. (Lakh.)	Prn. Wrt. Cessions in (Lakh.)	Face Wert of Bal. (Lakh.)	Recd. Bal. in Lakhs	Total Average Rate (Percent)	Total Excess Bal. (Lakh.)	Debtors Balances
348	14.8	9.8	152	915	9880	10	505	—	3353	71

1220°C to 1057°C at 102 minutes

1655 Henry gen. farling tried down signals up day by day.

12:45 Reversed gear 1/2, 30 RPM to 17.69 Stop main engine

2400 P. cloudy. Vessel rolling + shipping occ. Fore & Aft
Main decks in rough, sultry sea + heavy swell

BURNING LIGHTS		0830	CARRIAGE IN SERVICE		LUMENS	
1	2	40 3	1	4.0	2	35000
2	3	3 3	2	0.0	3	10000
3	0	0 0	4	0.0	4	10000
4	0	0 0	5	0.0	5	10000
5	0	0 0	6	0.0	6	10000
6	0	0 0	7	0.0	7	10000
7	0	0 0	8	0.0	8	10000
8	0	0 0	9	0.0	9	10000
9	0	0 0	10	0.0	10	10000
10	0	0 0	11	0.0	11	10000
11	0	0 0	12	0.0	12	10000
12	0	0 0				

BILGE TANKS Type, Capacity, Location			REFUGIATION Capacity			DRAFT OF VESSEL		
End	Last Painted	Length	Time	Confinement	Temperature	Sailing:	Forward	Ahead
1						Arriving:	Forward	Ahead
2						Moored:		
3						A. M. - Forward	Aft	Moored
4						P. M. - Forward	Aft	Moored
5						FUEL OIL AND WATER		
6						Sailing: Bbls. Fuel Oil	Water, Tons	
7						Arriving: Bbls. Fuel Oil	Water, Tons	
8						Received: Bbls. Fuel Oil	Water, Tons	
9						<i>J. H. Morris</i>		
10						<i>J. H. Morris</i>		
11						<i>J. H. Morris</i>		
12						<i>J. H. Morris</i>		

Oversize foldout(s) found here in
the printed edition of this volume
are found following the last page
of text in this microfiche edition

SEE FOLDOUT NO.

5

E 131

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT F
THREE PHOTOGRAPHS TAKEN AT SINGAPORE



DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT G

AMERICAN BUREAU OF SHIPPING SURVEY
DATED MARCH 25, 1965, SH6881

American Bureau of Shipping
45 BROAD STREET, NEW YORK, N. Y.-10004

REPORT NO. 246881

Savannah, Ga. March 25, 1965

SS COLUMBIA

THIS IS TO CERTIFY that the undersigned Surveyor to this Bureau did, at the request of the Owners' Representative, attend the SS "COLUMBIA" of New York, N.Y. Official Number 247,519 while the Vessel lay on drydock at the Jacksonville Shipyards Inc. Jacksonville, Florida, on the 22nd day of March 1965 and subsequent dates, in order to examine and report upon condition of the Vessel, relative to examination of the Underwater Body, Annual Survey of Hull and Machinery, Annual Boiler Survey, and report as follows.

DYEDOCKING SURVEY:

1. The stem, stern frame, outside of shell plating and bilge keels were examined and found in satisfactory condition.
2. The underwater body was recoated to the deep draft waterline.
3. The rudder and rudder stock were examined, the pintle cover plates removed and pintle clearances checked and placed in satisfactory condition. Pintle nuts hardened up. The lower pintle was removed to shop, taper cleared up, taper in gudgeon cleaned up and pin reinstalled. Various fractures in rudder chipped out and welded. Upon completion Rudder tested, examined and all found satisfactory.
4. The sea strainer plates were removed and sea chests cleaned, examined and found in satisfactory condition. Sea chests recoated and strainer plates reassured in good order.
5. The sea valves were opened up, cleaned, examined and placed in satisfactory condition. Valve seats and discs lapped in and new valves installed where considered necessary.
6. The Propeller is solid bronze with four (4) blades. It was examined and found in satisfactory condition.
7. The Propeller shaft was drawn at this time, March 1965, cleaned, examined, magnafluxed and shaft found with minor fissures; these were ground out, examined and found in satisfactory condition.
8. The clearance of the Tailshaft in the Stern Bearing was checked and found to be 3/16" which is considered satisfactory.

This Report is issued subject to the condition that it is understood and agreed that neither the Bureau nor any of its Committees is under any circumstances whatever to be held responsible for any inaccuracy in any Report or certificate issued by this Bureau or its Surveyors or in any entry in the Record or other publication of the Bureau or for any error of judgment, default or negligence of its Officers, Surveyors or Agents.

REPORT NO. 536881

- 2 -

53 "COLUMBIA"

9. The Port and Starboard Bower Anchors with their respective chain cables were ranged, gauged after cleaning and found in satisfactory condition.
10. The Chair Lockers were examined after cleaning togetherwith cable hold-fasts and drainage arrangements and found in satisfactory condition. Lockers and cables coated and chain stowed in good order.

ANNUAL SURVEY:

11. The ventilator coamings, hatch covers and their respective covers and fastenings were examined and found in satisfactory condition.
12. The closing appliances in superstructure bulkheads and for air and sounding tubes were examined and found in satisfactory condition.
13. The machinery casings, guard rails and means of protection for openings and for access to Crew Quarters were examined and found satisfactory.
14. The Steering Arrangements including gear and transmission were examined and found in satisfactory condition.
15. No alterations have been made which would affect the load line Assignment.
16. Annual Loadline Inspection was carried out at this time and International Loadline Certificate Number I-14,479 was endorsed on March 29, 1965. See Savannah Report No. SD5382 dated 3-25-65.

MACHINERY:

17. A general inspection of engine, windlass and fire extinguishing apparatus was made and all found in satisfactory condition.
18. The recommendation contained in New Orleans Report No. NO16,801 was re-examined, major readings taken and found in apparently satisfactory condition.

ANNUAL BOILER SURVEY:

19. The Port and Starboard Watertube Boilers together with economizers and superheaters were examined internally and externally and mountings including safety valves were examined and found satisfactory. The Drum and superheater safety valves were set under steam to the allowed pressures.

SUMMARY:

HYDRAULIC SURVEY	- COMPLETE 3-65
ANNUAL SURVEY	- COMPLETE 3-65
ANNUAL BOILER SURVEY	- COMPLETE 3-65
TAILSHAFT DRAWN	3-65
VESSEL UNDOKED	3-25-65

It is recommended that this vessel be retained in her present Classification with this Bureau.

William Noble Jr.
WILLIAM NOBLE, JR. SURVEYOR

BEST COPY AVAILABLE

E 134

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT H-1

MARINE NOTE OF PROTEST CONTAINED IN
GENERAL AVERAGE STATEMENT

- 4 -

MARINE NOTE OF PROTEST

MARINE NOTE OF PROTEST

Foreign Service of the United States of America

Port of Singapore

On this 9th day of September 1966, before me, Erna V. Beckett, American Consul for Singapore and the dependencies thereof, personally appeared F. Meyer, Master of the vessel called the "COLUMBIA" of the burden of 14462 gross tons or thereabout, and declared that on the 18th day of July, 1966 last past he sailed in and with the ship from the port of Safi, Morocco, laden with phosphate, and arrived, in the ship, at Singapore on 0840 September 9, 1966, and having experienced rough and boisterous weather and had damage to vessel and possibly cargo, hereby enters this Note of Protest accordingly, to serve and avail him hereafter, if found necessary.

/s/ ERNA V. BECKETT

Consul
of the United States of America

Attested:

/s/ F. MEYER, Master

(SEAL)

September 9, 1966, Singapore

I HEREBY CERTIFY that the within document is a true copy of a Marine Note of Protest, the original of which is deposited as a part of the permanent archives of the American Consulate at Singapore

/s/ ERNA V. BECKETT
Consul, of the United States of America

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT I

COAST GUARD CERTIFICATES OF INSPECTION

DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARDMAILING ADDRESS
U.S. COAST GUARD (GCAS '81)
400 SEVENTH STREET SW
WASHINGTON, D.C. 20590
PHONE:

Date: 15 July 1974

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

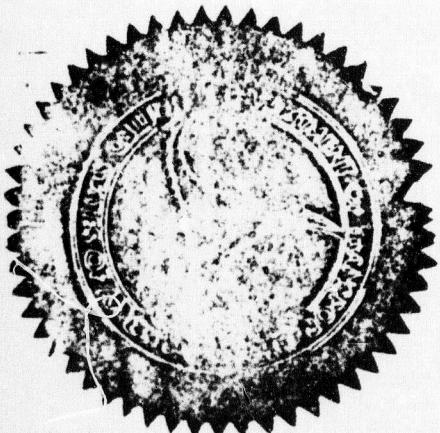
I certify that the annexed fourteen (14) pages are true copies of U. S. Coast Guard Certificates of Inspection (Form CG-841) and Certificate of Inspection Amendments (Form CG-858) for the SS COLUMBIA, O. N. 247519, the originals of which are

on file in this Department.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the Department of Transportation to be affixed, on the day and year first above written.

By direction of the Secretary of Transportation:

E. S. WHITAKER
Chief Warrant Officer, U. S. Coast Guard
Chief, Military Personnel Action Branch
Administrative Services Division

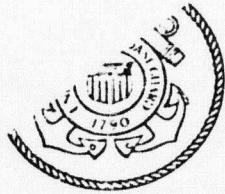


E 136

Defendants' and Third-Party Plaintiff's Exhibit I

TO: COMDT (NAV) WO COAST (-)

5940/V-15655-1



UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

This Certificate Expires 11 April 1976

Certificate of Inspection

VESSEL COLUMBIA	OFFICIAL NUMBER 247519	CLASS Freight	
GROSS TONS 14,462	NET TONS 9,866	LENGTH 555'	HOME PORT New York, New York
YEAR BUILT 1945	PLACE BUILT Portland, Oregon	YEAR REBUILT 1962	HULL CONSTRUCTED OF Steel
OPERATOR Ogden Marine, Inc.	OPERATOR'S ADDRESS 2 Penn Plaza New York, New York 10001		
OWNER Ogden Sea Transport, Inc.	OWNER'S ADDRESS 161 East 42nd Street New York, New York 10017		

The inspection of the above named vessel having been completed at New Orleans, Louisiana on the 11th day of April, 1974, I hereby certify that said vessel is in all respects in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder. The following complement of licensed officers and crew is required to be carried; included in which there must be 6 Certificated Lifeboatmen and - Certificated Tankermen:

1 Master	1 Master & 1st Class Pilot	6 Able Seamen	1 Chief Engineer	3 Firemen/Water tenders
1 Chief Mate	1 - Class Pilot	3 Ordinary Seamen	1 1st Assistant Engineer	3 Oilers
1 2d Mate	1 Radio Officer	1 Deckhands	1 2d Assistant Engineer	-
1 3rd Mate(s)	- Operator(s)	-	1 3rd Asst. Engineer(s)	-

In addition the vessel may carry 17 other persons in the crew, - passengers, 6 persons in addition to the crew, and - Total persons allowed 47

Route permitted and conditions of operation:

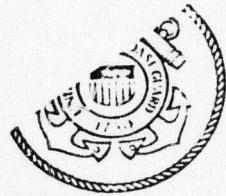
OCEANS

EQUIPMENT AND INSPECTION DATA				
Lifesaving equipment provided for <u>47</u> persons, viz: 2 Lifeboats on port side for <u>59</u> persons 2 Lifeboats on starboard side for <u>62</u> persons 1 Motor lifeboat (included in total lifeboats) 2 Inflatable liferafts for <u>31</u> persons - Life boats for <u>-</u> persons 18 Ring life boats for <u>-</u> Reserve boats Life preservers for <u>54</u> adults and <u>-</u> children	Stability letter issued <u>3 September 1971</u> Drydocked <u>February 1974</u> Tail shaft drawn <u>Due May 1976</u>	Propulsion <u>Steam Turbo Elec.</u> Shaft H.P. <u>6000</u> Fuel <u>Oil</u> Previous vessels examined <u>A/C, H.P. Evap</u> <u>4-74 D.C. Heater 2-74</u>	Main BOILERS: Records at <u>Portland, Oregon</u> Number <u>2</u> Year built <u>1945</u> WT Mfr. <u>Combustion Engineering Company</u> Mountings opened <u>F&S</u> ; May 1972 Mountings removed <u>F&S</u> ; February 1969 Hydrostatic test <u>F&S</u> May 1972 Maximum steam pressure allowed <u>500 PSI</u>	
Fire extinguishing system: Fired <u>CO2</u> ; ER, IP, APR; MM, MG, MSB; PL, LL; EG. Steam Smothering: CH, FT. Semiportable <u>1-BV-FR</u>	Fire extinguishers No. <u>8</u> Class <u>A-II</u> <u>7</u> <u>B-II</u> <u>3</u> <u>C-II</u>	Fire hose, total <u>950</u> ft. 8 Fire axes 2 Fire pumps	Inspected and approved for the carriage of: Capacity:	
PERIODIC REINSPECTIONS		(Officer in Charge, Marine Inspection) W. E. HEATH, CDR, USCG, ACTING NEW ORLEANS, LOUISIANA (Inspection 1 mo)		
DATE	INSPECTION ZONE	SIGNATURE		

Defendants' and Third-Party Plaintiff's Exhibit I

COMDT (MVI) via COORDITIVE (m)

This Certificate Expires 18 MAY 1974

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

Certificate of Inspection

VESSEL COLOMBIA	OFFICIAL NUMBER 247519	CLASS FREIGHT
GROSS TONS 14,462	NET TONS 9,866	LENGTH 555.3'
YEAR BUILT 1945	PLACE BUILT PORTLAND, OREGON	HOME PORT NEW YORK, NEW YORK
OPERATOR OGDEN MARINE, INC.	YEAR REBUILT 1962	
OWNER OGDEN SEA TRANSPORT, INC.	HULL CONSTRUCTED OF STEEL	
OPERATOR'S ADDRESS 2 PENN PLAZA, NEW YORK, NEW YORK 10001		OWNER'S ADDRESS 161 EAST 42ND STREET, NEW YORK, NEW YORK 10017

The inspection of the above named vessel having been completed at NORFOLK, VIRGINIA on the 18th day of MAY, 1972, I hereby certify that said vessel is in all respects in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder. The following complement of licensed officers and crew is required to be carried; included in which there must be 6 Certificated Lifeboatmen and - Certificated Tankermen:

<input checked="" type="checkbox"/> Master	<input type="checkbox"/> Master & 1st Class Pilot	<input type="checkbox"/> Able Seamen	<input type="checkbox"/> Chief Engineer	<input type="checkbox"/> Firemen/Water tenders
<input checked="" type="checkbox"/> Chief Mate	<input type="checkbox"/> Class Pilot	<input type="checkbox"/> Ordinary Seamen	<input type="checkbox"/> 1st Assistant Engineer	<input type="checkbox"/> Others
<input checked="" type="checkbox"/> 2d Mate	<input type="checkbox"/> Radio Officer	<input type="checkbox"/> Deckhands	<input type="checkbox"/> 2d Assistant Engineer	<input type="checkbox"/>
<input checked="" type="checkbox"/> 3rd Mate	<input type="checkbox"/> Operator(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/> 3rd Assistant Engineer(s)	<input type="checkbox"/>

In addition the vessel may carry 17 other persons in the crew, - passengers, 6 persons in addition to the crew, and - Total persons allowed 47.

Route permitted and conditions of operation: OCEANS.

EQUIPMENT AND INSPECTION DATA					
Lifesaving equipment provided for 47 persons, vis:	Stability letter issued 3 SEPTEMBER 1971	MAIN BOILERS: Records at PORTLAND, OREGON			
2 Lifeboats on port side for 59 persons	Drydocked MAY 1972	Number 2	Year built 1945	True ALT.	
2 Lifeboats on starboard side for 62 persons	Tail shaft drawn MAY 1972	Mfr. COMBUSTION ENGINEERING COMPANY	Mountings opened P&SI MAY 1972		
1 Motor lifeboats (included in total lifeboats)	Propulsion STEAM TURBO ELEC.	Mountings removed P&SI FEBRUARY 1969	Mountings removed P&SI MAY 1972		
2 Inflatable liferafts for 31 persons	Shaft H.P. 6000. Fuel OIL	Hydrostatic test P&SI MAY 1972	Maximum steam pressure allowed 500 PSI		
Life floats for - persons	Pressure vessels examined ALL - MAY 1972				
18 Ring life buoys - persons					
Life preservers for 54 adults and - children					
Fire extinguishing systems: Fixed CO ₂ , ER, FR, APR, FO, MG, MER, PILL, LIQ, STEAM, SMOKING, CH, JET, Portable 1-2V-FR	No. 8 extinguishers Class AII	Fire hose, total length 950 ft.	Inspected and approved for the carriage of:		
	7 BII	8	-		
	3 CII	2	Capacity:		
PERIODIC REINSPECTIONS					
DATE	INSPECTION ZONE	SIGNATURE	W. G. RODEN, Captain, USCG (Officer in Charge, Marine Inspection)		
			PORTSMOUTH, VIRGINIA (Inspecting Zone)		

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Defendants' and Third-Party Plaintiff's Exhibit I

cc to: COMDT (MVI) Vicksburg (m)
OCMI, Portsmouth, Virginia - DIRECT

V-5329

This Certificate Expires 18 MAY 1972UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD

Certificate of Inspection

VESSEL COLOMBIA			OFFICIAL NUMBER 247519	CLASS FREIGHT																				
GROSS TONS 14,462	NET TONS 9,866	LENGTH 555.3'	HOME PORT NEW YORK, NEW YORK																					
YEAR BUILT 1945	PLACE BUILT PORTLAND, OREGON		YEAR REBUILT 1962	HULL CONSTR. MATER. STEEL																				
OPERATOR OGDEN MARINE, INC.			OPERATOR'S ADDRESS 2 PENN PLAZA, NEW YORK, NEW YORK 10001																					
OWNER OGDEN SEA TRANSPORT, INC.			ADDRESS 161 EAST 42ND STREET, NEW YORK, NEW YORK 10017																					
<p>The inspection of the above named vessel having been completed at Jacksonville, Florida on the 18th day of MAY, 1970. I hereby certify that said vessel is in all respects in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder. The following complement of licensed officers and crew is required to be carried, included in which there must be 6 Certificated Lifeboatmen and — Certificated Tankermen.</p> <table border="1"> <tr> <td>1 Master</td> <td>— Master & 1st Class Pilot</td> <td>6 Able Seamen</td> <td>1 Chief Engineer</td> <td>3 Firemen/Water tenders</td> </tr> <tr> <td>1 Chief Mate</td> <td>— Class Pilot(s)</td> <td>3 Ordinary Seamen</td> <td>1 1st Asst. Engineer</td> <td>3 Officers</td> </tr> <tr> <td>1 Eng. Mgr.</td> <td>— Radio Officers</td> <td>— Deckhands</td> <td>1 2nd Asst. Engineer</td> <td>—</td> </tr> <tr> <td>1 3rd</td> <td>— Operator(s)</td> <td>—</td> <td>1 3rd Asst.</td> <td>— Engineers</td> </tr> </table> <p>In addition the vessel may carry 17 other persons in the crew, — passengers, 6 persons in addition to the crew, and Total persons allowed 57</p>					1 Master	— Master & 1st Class Pilot	6 Able Seamen	1 Chief Engineer	3 Firemen/Water tenders	1 Chief Mate	— Class Pilot(s)	3 Ordinary Seamen	1 1st Asst. Engineer	3 Officers	1 Eng. Mgr.	— Radio Officers	— Deckhands	1 2nd Asst. Engineer	—	1 3rd	— Operator(s)	—	1 3rd Asst.	— Engineers
1 Master	— Master & 1st Class Pilot	6 Able Seamen	1 Chief Engineer	3 Firemen/Water tenders																				
1 Chief Mate	— Class Pilot(s)	3 Ordinary Seamen	1 1st Asst. Engineer	3 Officers																				
1 Eng. Mgr.	— Radio Officers	— Deckhands	1 2nd Asst. Engineer	—																				
1 3rd	— Operator(s)	—	1 3rd Asst.	— Engineers																				

Route permitted and conditions of operation: **OCEANS**

EQUIPMENT AND INSPECTION DATA				
Lifesaving equipment provided for 47 persons, viz: 2 Lifeboats on port side for 59 persons 2 Lifeboats on starboard side for 62 persons 1 Motor lifeboat (included in total lifeboats) 2 Inflatable liferafts for 31 persons - Life Boat for — persons - for — persons 18 Ring lifebuoys - for — persons Life preservers for — adults and — children		Stability letter issued 15 JULY 1970 Drydocked MAY 1970 Tailshaft drawn FEBRUARY 1969 Propulsion Steam Turbo Elec. Shaft H. P. 6,000 Fuel Oil Pressure Vessels examined MAY 1970		MAIN BOILERS: Records Portland, Oregon Number 2 built 1945 Certificate Mfr. Combustion Engineering Company Mountings opened FEBRUARY 1959 Mountings reman. FEBRUARY 1969 Hydrostatic test JANUARY 1969 Max steam pressure allowed 500 PSI
Fire extinguisher system: CO₂, FG, AFR, M4, MG, MSB, PLY LL, ED STECH E10.8 CH, FT Semi-portable 1-BV-F2		Fire extinguishers (No. Class)	Fire hose, total length 950 Ft.	Inspected and approved for the carriage of Capacity: —
PERIODIC REINSPECTIONS		SIGNATURE	E. G. WARE, Captain, USCG <i>(Officer in Charge, Marine Inspection)</i> Jacksonville, Florida <i>Inspecting Zone</i>	
DATE	INSP. ZONE			

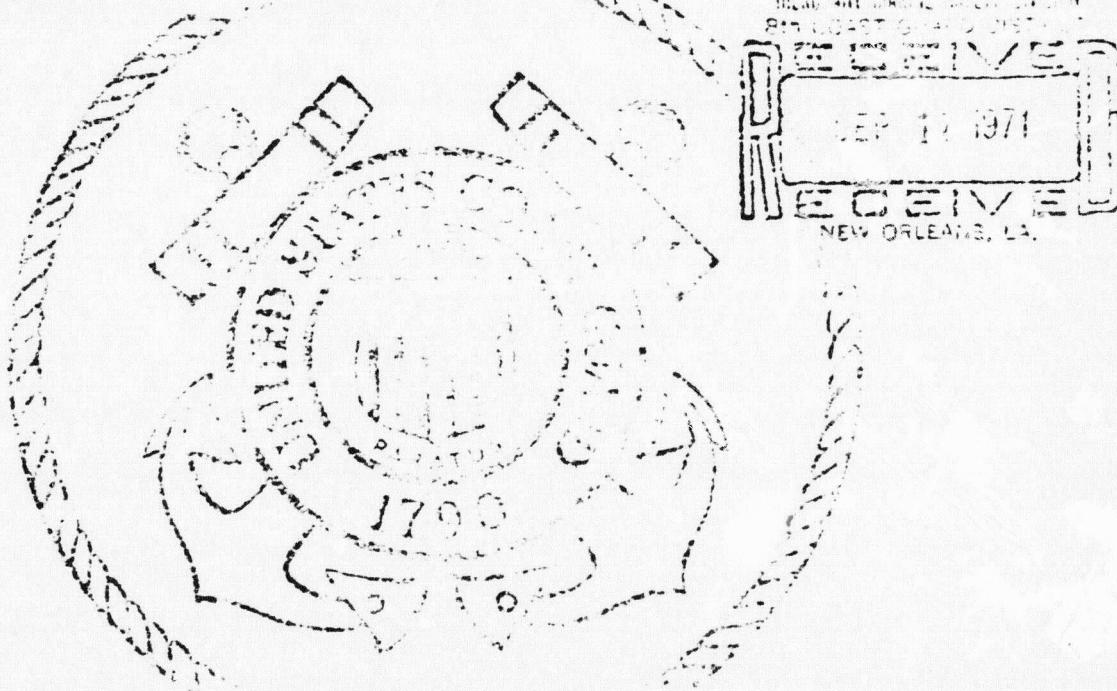
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Defendants' and Third-Party Plaintiff's Exhibit I
CERTIFICATE OF INSPECTION AMENDMENT

		OFFICIAL NUMBER 247519
FREIGHT	GROSS TONS 14,462	HOME PORT New York, New York
WHEN AND WHERE BUILT 1945 Portland, Oregon		
DATE CURRENT CERTIFICATE OF INSPECTION EXPIRES 12 May 1972		DATE AND PLACE CURRENT CERTIFICATE OF INSPECTION ISSUED 18 May 1970 Jacksonville, Florida

The Certificate of Inspection issued to the vessel described above is amended as follows:

STABILITY LETTER ISSUED - 3 SEPTEMBER 1971



All other provisions on the Certificate of Inspection remain the same.

DATE OF ISSUE	INSPECTION ZONE	OFFICER IN CHARGE, MARINE INSPECTION
3 September 1971	Port Arthur, Texas	W. D. ALLEY, CAPTAIN, USCG

INSTRUCTIONS

- This amendment shall be issued to authorize changes to the conditions or particulars entered on a current valid Certificate of Inspection (Form CG-841 or CG-375.) or to the conditions or particulars entered on a current valid amendment to such Certificate of Inspection. When issued it shall become a part of the Certificate of Inspection which it amends.
- The original of this amendment shall be delivered to the master or owner of the vessel named herein and must be framed under glass with or near the vessel's Certificate of Inspection. If the Certificate of Inspection is not required to be posted, this amendment must be kept on board with the Certificate of Inspection and shown on demand.
- One copy of this amendment shall be filed in the office of the issuing Officer in Charge, Marine Inspection in addition one copy shall be distributed to each of the following:
 - The Chief Officer of Customs of the district in which a copy of the current Certificate of Inspection was filed.
 - The Officer in Charge, Marine Inspection who issued the current Certificate of Inspection
 - The Commandant (MVR).

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Defendants' and Third-Party Plaintiff's Exhibit I

CMST (MVI) 100-6712-4-1

This Certificate Expires 13 MARCH 1971UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
UNITED STATES COAST GUARD**Certificate of Inspection**

COLUMBIA			OFFICIAL NUMBER 247519	CLASS FREIGHT																				
GROSS TONS 14,462	NET TONS 9,866	LENGTH 555.3 FT.	HOME PORT NEW YORK, NEW YORK																					
YEAR BUILT 1945	PLACE BUILT PORTLAND, OREGON		YEAR REBUILT 1962	HULL CONSTRUCTED OF STEEL																				
OPERATOR OGDEN MARINE, INC.	OPERATOR'S ADDRESS 2 PENN PLAZA, NEW YORK, NEW YORK																							
OWNER OGDEN SEA TRANSPORT, INC.	OWNER'S ADDRESS 161 E. 42ND STREET, NEW YORK, NEW YORK 10017																							
<p>The inspection of the above-named vessel having been completed at PORTSMOUTH, VIRGINIA on the 13 day of MARCH, 1969 I hereby certify that said vessel is in all respects in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder. The following complement of licensed officers and crew is required to be carried, included in which there must be 5 Certificated Lifeboatmen and — Certificated Tankermen.</p> <table border="1"> <tr> <td>1 Master</td> <td>— Master & 1st Class Pilot</td> <td>6 Able Seamen</td> <td>1 Chief Engineer</td> <td>3 Firemen/Water tenders</td> </tr> <tr> <td>1 Chief Mate</td> <td>— 2nd Class Pilot(s)</td> <td>3 Ordinary Seamen</td> <td>1 1st Asst. Engineer</td> <td>3 Oilers</td> </tr> <tr> <td>1 2nd Mate</td> <td>1 Radio Officer(s)</td> <td>— Deckhands</td> <td>1 2nd Asst. Engineer</td> <td>—</td> </tr> <tr> <td>1 3rd Mate(s)</td> <td>— Operator(s)</td> <td>—</td> <td>1 3rd. Asst. Engineer(s)</td> <td>—</td> </tr> </table> <p>In addition the vessel may carry 17 other persons in the crew, — passengers, 6 persons in addition to the crew, and Total persons allowed 47</p>					1 Master	— Master & 1st Class Pilot	6 Able Seamen	1 Chief Engineer	3 Firemen/Water tenders	1 Chief Mate	— 2nd Class Pilot(s)	3 Ordinary Seamen	1 1st Asst. Engineer	3 Oilers	1 2nd Mate	1 Radio Officer(s)	— Deckhands	1 2nd Asst. Engineer	—	1 3rd Mate(s)	— Operator(s)	—	1 3rd. Asst. Engineer(s)	—
1 Master	— Master & 1st Class Pilot	6 Able Seamen	1 Chief Engineer	3 Firemen/Water tenders																				
1 Chief Mate	— 2nd Class Pilot(s)	3 Ordinary Seamen	1 1st Asst. Engineer	3 Oilers																				
1 2nd Mate	1 Radio Officer(s)	— Deckhands	1 2nd Asst. Engineer	—																				
1 3rd Mate(s)	— Operator(s)	—	1 3rd. Asst. Engineer(s)	—																				

Route permitted and conditions of operation: **OCEANS.**

EQUIPMENT AND INSPECTION DATA				
Life-saving equipment provided for 47 persons, viz:		Stability letter issued NOVEMBER 1962		
2 Lifeboats on port side for 60 persons		Drydocked FEBRUARY 1969		
2 Lifeboats on starboard side for 62 persons		Tallshaft drawn FEBRUARY 1969		
2 Motor lifeboats (included in total lifeboats)		Propulsion STEAM		
2 Inflatable lifeboats for 31 persons		Shaft H. P. 6000 Fuel CIL		
— Life-boats for — persons		Pressure Vessels Examined		
— for — persons		ALL - MARCH 1969		
18 Ring lifebuoys		Fire extinguishers (No. Class)		
Life preservers for 54 adults or — children		8 AII	Fire hose, total length 950 Ft.	
Fire extinguishing systems: Fixed CO2; ER, FR, APR; MI, MG, MGB; PL; LI; L3; STEAM; MO; CH, PT.		7 BII	8 Fire axes	Inspected and approved for the carriage of
Semi-portable L-EI-FR		3 CII	2 Fire pumps	Capacity: —
PERIODIC REINSPECTIONS		SIGNATURE	W. G. RODEN, Captain, USCG (Officer in Charge, Marine Inspection) PORTSMOUTH, VIRGINIA (Inspection Zone)	
DATE	INSP. ZONE			

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Defendants' and Third-Party Plaintiff's Exhibit I

TO: COMMANDANT (MVI)

FILE NO.

This Certificate Expires 11 April 1971

UNITED STATES OF AMERICA
 TREASURY DEPARTMENT OF TRANSPORTATION
 UNITED STATES COAST GUARD

Certificate of Inspection

VESSEL COLTISIA OFFICIAL NO. 247512
 CLASS Fright TONS: GROSS 14,52 NET 9666 LENGTH 52.3
 HOME PORT New York, N.Y. OWNERS Sea Transport Inc.
 OPERATORS Oriental Importers, Inc. 2 Penn Plaza, New York, N.Y.

The inspection of the above-named vessel having been completed at Philadelphia, Pa. on the 15th day of April, 1968, I hereby CERTIFY that the said vessel was built at Portland in the State of Oregon, in the year 1925, rebuilt in the year 1962; that the hull is constructed of Steel; is provided with staterooms, berths; that the said vessel at the date hereof is in all things in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder; and is allowed to carry passengers, persons in addition to the crew.

The following complement of licensed officers and crew is required to be carried, included in which there must be 3 certificated lifeboatmen:

<u>1</u> Master	<u>1</u> Second Mate	<u>6</u> Able Seamen	<u>1</u> Chief Engineer	<u>3</u> Firemen/Water tenders
<u>1</u> 1st Class Pilot	<u>1</u> Third Mate	<u>3</u> Ordinary Seamen	<u>1</u> 1st Assistant Engineer	<u>3</u> Others
<u>1</u> 2d Class Pilot	<u>1</u> Inland Mate	<u>2</u> Watchmen	<u>1</u> 2d Assistant Engineer	<u>1</u> Motorboat Operators
<u>1</u> Chief Mate	<u>1</u> Radio Officer	<u>2</u> Deckhands	<u>1</u> 3d Assistant Engineer	

and also may carry 17 other persons in crew. Total number of persons allowed 41

The said vessel is permitted to be navigated for two years out OCEANS.

DATA, PARTICULARS OF EQUIPMENT AND PERIODIC EXAMINATIONS					
<u>Wooden lifeboats for</u> <u>0</u> <u>persons</u>	<u>8</u> <u>Fire extinguishers, Class A—II</u>	<u>Stability letter issued</u> <u>20 Sep. 1962</u>	<u>Main BOILERS</u>		
<u>3</u> <u>Cer. prep. metal lifeboats for</u> <u>93</u> <u>persons</u>	<u>6</u> <u>Fire extinguishers, Class B—II</u>	<u>Date drydocked</u> <u>29 Feb. 1968</u>	<u>Number</u> <u>2</u>	<u>Year built</u> <u>1945</u>	
<u>Hand-operated metal lifeboats for</u> <u>0</u> <u>persons</u>	<u>3</u> <u>Fire extinguishers, Class C—II</u>	<u>Propelled by</u> <u>Steam</u>	<u>Mr.</u> <u>Combustion Engr., Co.</u>		
<u>1</u> <u>Motor lifeboats for</u> <u>29</u> <u>persons</u>	<u>1</u> <u>Fire extinguishers, Portable</u>	<u>H.P.</u> <u>6000</u> <u>Number of engines</u> <u>1</u>	<u>Minimum efficiency of working insulation</u>		
<u>2</u> <u>Inflatables</u> <u>31</u> <u>persons</u>	<u>6c</u> <u>Fire extinguishing systems, Fixed</u>	<u>Tail shaft drive</u> <u>17 Nov. 1966</u>	<u>section</u> <u>42.4</u> <u>percent</u>		
<u>Liferafts for</u> <u>0</u> <u>persons</u>	<u>in FR, FR, APT, I, I, NF, MSA, PL</u>	<u>Pressure vessels examined</u>	<u>Board in Office of</u> <u>Portland, Ore.</u>		
<u>Buoyant apparatus for</u> <u>0</u> <u>persons</u>	<u>8</u> <u>Fire axes</u> <u>2</u> <u>Fire pumps</u>	<u>15 April 1968</u>	<u>Mountings opened</u>		
<u>Life buoys for</u> <u>0</u> <u>persons</u>	<u>Fire hose, total length</u> <u>950</u> <u>ft.</u>	<u>Pail</u> <u>Oil</u>	<u>13 April 1968</u>		
<u>18</u> <u>Ring life buoys</u>	<u>Inspected and approved for the carriage of</u>	<u>#600° LL; EG.</u>	<u>Mountings removed</u>		
<u>10</u> <u>Life preservers, adult's</u>	<u>Inflammable or combustible liquids of grade</u>	<u>Steam Soot CH, FT.</u>	<u>14 September 1968</u>		
<u>10</u> <u>Life preservers, children's</u>	<u>—</u>		<u>Date hydrostatic pressure applied</u>		
<u>Wood boats</u>	<u>Capacity in barrels</u> <u>—</u>		<u>8 August 1967</u>		
<u>ROCKET</u> <u>type, line-throwing apparatus</u>			<u>Maximum steam pressure allowed</u> <u>500 psi</u>		

Mid-Period Reinspection

Date _____ Zone _____

J. H. JENSEN, CAPT. USCG
(Officer in Charge, Marine Inspection)

Inspector's Signature

PHILADELPHIA, PENNSYLVANIA

(Inspection Zone)

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Defendants' and Third-Party Plaintiff's Exhibit I
U.S. COMMANDANT (NVI)

CERTIFICATE OF INSPECTION AMENDMENT

OFFICIAL NUMBER

247512

GROSS TONS	HOME PORT
14462	New York, New York

WHEN AND WHERE BUILT

1945 - Portland, Oregon

DATE CURRENT CERTIFICATE OF INSPECTION EXPIRES

15 April 1960

DATE AND PLACE CURRENT CERTIFICATE OF INSPECTION ISSUED

15 April 1963, Philadelphia, Pennsylvania

The Certificate of Inspection issued to the vessel described above is amended as follows:

DATE OF EXPIRATION TO READ: 15 April 1970

DATE OF ISSUE	INSPECTION ZONE	OFFICER IN CHARGE, MARINE INSPECTION
17 April 1963	Philadelphia, Pa.	J. A. HAYES, CDR, USCG (Acting)

INSTRUCTIONS

1. This amendment shall be issued to authorize changes to the conditions or particulars entered on a current valid Certificate of Inspection (Form CG-841 or CG-753) or to the conditions or particulars entered on a current valid amendment to such Certificate of Inspection. When issued it shall become a part of the Certificate of Inspection which it amends.
2. The original of this amendment shall be delivered to the master or owner of the vessel named herein and must be framed under glass with or near the vessel's Certificate of Inspection. If the Certificate of Inspection is not required to be posted, this amendment must be kept aboard with the Certificate of Inspection and shown on demand.

3. One copy of this amendment shall be filed in the files of the issuing Officer in Charge, Marine Inspection. In addition one copy shall be distributed to each of the following:

- (a) The Chief Officer of Customs of the District in which a copy of the current Certificate of Inspection will find
- (b) The Officer in Charge, Marine Inspection who issued the current Certificate of Inspection.
- (c) The Commandant, USCG

BEST COPY AVAILABLE

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Defendants' and Third-Party Plaintiff's Exhibit I

FILE NO.

This Certificate Expires 13 April 1966

UNITED STATES OF AMERICA
TREASURY DEPARTMENT
UNITED STATES COAST GUARD

Certificate of Inspection

VESSEL COLEMIA OFFICIAL NO 24759
 CLASS Freight TONS: GROSS 14,462 NET 9,576 LENGTH 555.3
 HOME PORT New York, N.Y. OWNERS Ashore Transportation Company
350 Fifth Avenue, New York, N.Y.
 OPERATORS Oriental Exporters, Inc.

The inspection of the above-named vessel having been completed at Galveston, Texas on the 13th day of April, 1966. I hereby CERTIFY that the said vessel was built at Portland in the State of Oregon, in the year 1945, rebuilt in the year 1962; that the hull is constructed of steel; is provided with staterooms, berths; that the said vessel at the date hereof is in all things in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder; and is allowed to carry passengers, persons in addition to the crew.

The following complement of licensed officers and crew is required to be carried, included in which there must be 3 certificated lifeboatmen:

<u>1</u> Master	<u>1</u> Second Mate	<u>6</u> Able Seamen	<u>1</u> Chief Engineer	<u>3</u> Firemen/Water tenders
<u>—</u> 1st Class Pilot	<u>1</u> Third Mate	<u>3</u> Ordinary Seamen	<u>1</u> 1st Assistant Engineer	<u>2</u> Officers
<u>—</u> 2d Class Pilot	<u>—</u> Inland Mate	<u>—</u> Watchmen	<u>1</u> 2d Assistant Engineer	<u>—</u> Motorboat Operators
<u>1</u> Chief Mate	<u>1</u> Radio Officer	<u>—</u> Deckhands	<u>1</u> 3d Assistant Engineer	<u>—</u> —

and also may carry 17 other persons in crew. Total number of persons allowed 47

The said vessel is permitted to be navigated for two years on OCEANS.

DATA, PARTICULARS OF EQUIPMENT AND PERIODIC EXAMINATIONS				
<u>—</u> Wooden lifeboats for <u>—</u> persons	<u>8</u> Fire extinguishers, Class A <u>—</u>	<u>Stability letter issued</u> <u>20 Sep. 1962</u>	<u>Main BOILERS</u>	
<u>3</u> Our prop. metal lifeboats for <u>93</u> persons	<u>6</u> Fire extinguishers, Class B <u>II</u>	<u>Date drydocked</u> <u>25 March 1965</u>	<u>Number</u> <u>2</u> <u>Year built</u> <u>1945</u>	<u>Mfr.</u> <u>Combustion Engr. Co.</u>
<u>—</u> Hand-operated metal lifeboats for <u>—</u> persons	<u>2</u> Fire extinguishers, Class C <u>II</u>	<u>Propelled by</u> <u>Steam</u>	<u>Minimum efficiency of weakest longitudinal section</u> <u>42.4</u> percent	<u>—</u>
<u>1</u> Motor lifeboats for <u>29</u> persons	<u>1</u> Fire extinguishers, Extinguishable, Class <u>B+V</u>	<u>H.P.</u> <u>6000</u> <u>Number of engines</u> <u>1</u>	<u>Record in Office of</u> <u>Portland, Ore.</u>	<u>—</u>
<u>—</u> <u>FRISTYLIC</u> <u>21</u> persons	<u>6</u> Fire extinguishing systems, Fixed <u>CC2</u> in <u>ER, FR, APR, RM, AG, & GSE, PL</u>	<u>Tall shaft driven</u> <u>22 March 1965</u>	<u>Mountings opened</u> <u>13 April 1966</u>	<u>—</u>
<u>—</u> <u>Liferaft for</u> <u>—</u> persons	<u>8</u> Fire size <u>2</u> <u>Fire pumps</u>	<u>Pressure vessels examined</u> <u>13 April 1966</u>	<u>Mountings removed</u> <u>14 September 1962</u>	<u>—</u>
<u>—</u> <u>Boatlift apparatus for</u> <u>—</u> persons	<u>Fire hose, total length</u> <u>950</u> ft	<u>Feed</u> <u>C11</u>	<u>Date hydrostatic pressure applied</u> <u>29 April 1963</u>	<u>Maximum steam pressure allowed</u> <u>500 psi</u>
<u>—</u> <u>Life boats for</u> <u>—</u> persons	<u>—</u> <u>—</u> <u>—</u>	<u>*CO2: LI; EG.</u>	<u>—</u>	<u>—</u>
<u>18</u> <u>Ring life buoys</u>	<u>—</u> <u>—</u> <u>—</u>	<u>Steam Smo.: CH, FT.</u>	<u>—</u>	<u>—</u>
<u>44</u> <u>Life preservers, adult's</u>	<u>—</u> <u>—</u> <u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>—</u> <u>Life preservers, children's</u>	<u>—</u> <u>—</u> <u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>—</u> <u>Wood boats</u>	<u>Capacity in barrels</u> <u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>ROCKER</u> <u>Type, line-throwing apparatus</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

* 1 inflatable liferaft for six persons for midships has been required by a Merchant Marine inspection requirement form CQ-835, that the equipment to be installed as soon as it is available.

J. W. FINNEGAN
(Officer in Charge, Marine Inspection)

GALVESTON, TEXAS
(Inspection Zone)

E 144

Defendants' and Third-Party Plaintiff's Exhibit I
to: CG-344 (MVI)

CERTIFICATE OF INSPECTION AMENDMENT

OFFICIAL NUMBER

217517

GROSS TONS	HOME PORT
11,162	New York, New York

AND WHERE BUILT

125 - Portland Oregon, Rebuilt 1962

DATE CURRENT CERTIFICATE OF INSPECTION EXPIRES

12 April 1963

The Certificate of Inspection issued to the vessel described above is amended as follows:

DATE AND PLACE CURRENT CERTIFICATE OF INSPECTION ISSUED

13 April 1965, Galveston, Texas

DATE DRAFTED: 29 February 1968

DATE OF ISSUE	INSPECTION ZONE	OFFICER IN CHARGE, MARINE INSPECTION
22 March 1968	Philadelphia, Pa.	J. N. JENSEN, C.A.T., MVI

INSTRUCTIONS

1. This amendment shall be issued to authorize changes to the conditions or particulars entered on a current valid Certificate of Inspection (Form CG-344 or CG-3757) or to the conditions or particulars entered on a current valid amendment to such Certificate of Inspection. When issued it shall become a part of the Certificate of Inspection which it amends.
2. The original of this amendment shall be delivered to the master or owner of the vessel named herein and must be framed and glassed with or near the vessel's Certificate of Inspection. If the Certificate of Inspection is not required to be posted, this amendment must be kept in board with the Certificate of Inspection and shown on demand.
3. One copy of this amendment shall be filed in the office of the issuing Officer in Charge, Marine Inspection. In addition one copy shall be distributed to each of the following:
 - (a) The Chief Officer of Customs of the district in which a copy of the current Certificate of Inspection was filed.
 - (b) The Officer in Charge, Marine Inspection who issued the current Certificate of Inspection.
 - (c) The Commandant (MVI).

E 145

Defendants' and Third-Party Plaintiff's Exhibit I

CERTIFICATE OF INSPECTION AMENDMENT

OFFICIAL USE ONLY

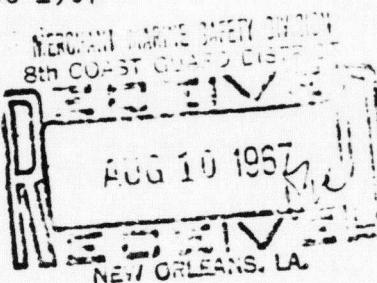
2-1-62

AMERICA

NET TONS Eight	GROSS TONS 14,162	HOME PORT New York, N. Y.
YEAR & PLACE BUILT 1945 Portland, Oregon		
DATE CURRENT CERTIFICATE OF INSPECTION EXPIRES 13 April 1966		DATE AND PLACE CURRENT CERTIFICATE OF INSPECTION ISSUED 13 April 1966 Galveston, Texas

The Certificate of Inspection issued to the vessel described above is amended as follows:

EOTHERS: HYDROSTATIC PRESSURE APPLIED: 8 August 1967



DATE OF ISSUE 9 August 1967	INSPECTION ZONE Galveston, Texas	OFFICER IN CHARGE, MARINE INSPECTION J. W. FLEMING
--------------------------------	-------------------------------------	---

INSTRUCTIONS

- 1 This amendment shall be issued to authorize changes to the conditions or particulars entered on a current valid Certificate of Inspection (Form CG-111 or CG-1753) or to the conditions or particulars entered on a current valid amendment to such Certificate of Inspection. When issued it shall become a part of the Certificate of Inspection to which it amends.
- 2 The original of this amendment shall be delivered to the master or owner of the vessel named herein and must be framed under glass with or near the vessel's Certificate of Inspection. If the Certificate of Inspection is not required to be framed, this amendment may be kept on board with the Certificate of Inspection and is in order.
- 3 One copy of this amendment shall be filed by the master of the vessel in the office of the Commandant of the Coast Guard. In addition one copy shall be distributed to each of the following:
 - (a) The Chief Officer or Captain of the vessel;
 - (b) The Officer in Charge, Marine Inspection, to whom the current Certificate of Inspection was issued;
 - (c) The Commandant (CIV.).

E 146

Defendants' and Third-Party Plaintiff's Exhibit I
CERTIFICATE OF INSPECTION AMENDMENT

COLUMBIA

OFFICIAL NUMBER

247 510

GROSS TONS

14462

HOME PORT

New York, N. Y.

WHERE BUILT

1945 - Portland, Oregon

DATE CURRENT CERTIFICATE OF INSPECTION EXPIRES	DATE AND PLACE CURRENT CERTIFICATE OF INSPECTION ISSUED
13 April 1968	13 April 1966 - Galveston, Texas

The Certificate of Inspection issued to the vessel described above is amended as follows:

1. Vessel drydocked 17 November 1966
2. Tail shaft drawn 17 November 1966

DATE OF ISSUE	INSPECTION ZONE	OFFICER IN CHARGE, MARINE INSPECTION
22 November 1966	Seattle, Washington	H. A. PEARCE, JR., Captain, USCG

INSTRUCTIONS

1. This amendment shall be issued to authorize changes to the conditions or particulars entered on a current valid Certificate of Inspection (Form CG-841 or CG-375J) or to the conditions or particulars entered on a current valid amendment to such Certificate of Inspection. When issued it shall become a part of the Certificate of Inspection which it amends.
 2. The original of this amendment shall be delivered to the master or owner of the vessel named herein and must be framed under glass with or near the vessel's Certificate of Inspection. If the Certificate of Inspection is not required to be posted this amendment must be kept on board with the Certificate of Inspection and shown on demand.
3. One copy of this amendment shall be filed in the office of the issuing Officer in Charge, Marine Inspection. In addition one copy shall be distributed to each of the following:
- (a) The Chief Officer of Customs of the district in which a copy of the current Certificate of Inspection was filed.
 - (b) The Officer in Charge, Marine Inspection who issued the current Certificate of Inspection.
 - (c) The Commandant (MVI).

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Defendants' and Third-Party Plaintiff's Exhibit I

COMDT (MVI) via COGOFIVE (m) 9-62

FILE NO. V-29,534

This Certificate Expires 6 APRIL 1966

UNITED STATES OF AMERICA
TREASURY DEPARTMENT
UNITED STATES COAST GUARD

/ Certificate of Inspection

VESSEL COLUMBIA
CLASS Freight (Bulk) TONS: GROSS 14,462 NET 9,865 LENGTH 553.3'
HOME PORT NEW YORK, NEW YORK OWNERS AIRCOSE TRANSPORTATION COMPANY
OPERATORS ORIENTAL EXPORTERS, INC. 350 FIFTH AVENUE, NEW YORK, NEW YORKThe inspection of the above-named vessel having been completed at NORFOLK, VIRGINIA on the 6th day of APRIL, 1964, I hereby CERTIFY that the said vessel was built at PORTLAND, in the State of OREGON, in the year 1945, rebuilt in the year _____; that the hull is constructed of STEEL; is provided with _____ staterooms, _____ berths; that the said vessel at the date hereof is in all things in conformity with the applicable vessel inspection laws and the rules and regulations prescribed thereunder; and is allowed to carry _____ passengers, _____ persons in addition to the crew.The following complement of licensed officers and crew is required to be carried, included in which there must be 4 certificated lifeboatmen:

<u>1</u> Master	<u>1</u> Second Mate	<u>6</u> Able Seamen	<u>1</u> Chief Engineer	<u>3</u> Firemen, Water tenders
<u>—</u> 1st Class Pilot	<u>—</u> 1st Class Pilot	<u>3</u> Ordinary Seamen	<u>1</u> 1st Assistant Engineer	<u>3</u> Others
<u>—</u> 2d Class Pilot	<u>—</u> 2d Class Pilot	<u>—</u> Watchmen	<u>1</u> 2d Assistant Engineer	<u>—</u> Motorboat Operators
<u>1</u> Chief Mate	<u>1</u> Radio Officer	<u>—</u> Deckhands	<u>1</u> 3d Assistant Engineer	<u>—</u>

and also may carry 17 other persons in crew. Total number of persons allowed 41The said vessel is permitted to be navigated for ~~expedition~~ two years on: OCEANS.

DATA, PARTICULARS OF EQUIPMENT AND PERIODIC EXAMINATIONS			
Wooden lifeboats for _____ persons	8 Fire extinguishers, Class A— <u>XI</u>	Stability letter issued <u>20 SEP 6, 1962</u>	MAIN BOILERS
3 Oil prop., metal lifeboats for <u>93</u> persons	6 Fire extinguishers, Class B— <u>II</u>	Date drydocked <u>4 APRIL 1964</u>	Number <u>2</u> Year built <u>1945</u>
— Hand-operated metal lifeboats for _____ persons	3 Fire extinguishers, Class C— <u>II</u>	Propelled by <u>STEAM</u>	Mfr. <u>CONSTRUCTION ENGR. CO.</u>
1 Motor lifeboats for <u>29</u> persons	1 Fire extinguisher, Semiportable, Class <u>B-Y</u>	H. P. <u>6000</u> . Number of engines <u>1</u>	Minimum efficiency of weakest longitudinal section <u>42.4</u> percent
— Work boats for _____ persons	6 Fire extinguishing systems, Fixed <u>CO2</u> : <u>29 AUGUST 1962</u>	Tall shaft driven	Board in Office at <u>PORTLAND, ORE.</u>
— Liferafts for _____ persons	in <u>ER, FR, APR, ICN, MSB, PL</u>	Fire pump <u>2</u> Fire pumps	Mountings opened
— Buoyant apparatus for _____ persons	8 Fire axes <u>2</u> Fire pumps	Fire hose, total length <u>950</u> ft.	<u>31 AUGUST 1962</u>
— Life boats for _____ persons	Connected and approved for the carriage of inflammable or combustible liquids of grade _____	Inspected and approved for the carriage of inflammable or combustible liquids of grade _____	Mooring removed
18 Ring life buoys	Capacity in barrels <u>—</u>	1 APRIL 1964	<u>14 SEPTEMBER 1962</u>
41 Life preservers, adult		Feed <u>OIL</u>	Date hydrostatic pressure applied
— Life preservers, children's		• <u>CO2: LL; EG. Steam Smo.: CH, FT.</u>	<u>29 APRIL 1963</u>
— Wood boats			Maximum steam pressure allowed <u>500</u> psi
ROCKET type, fire-throwing apparatus			

(Officer in Charge Marine Inspection)
E. F. FRAZER, Captain, USCG
PORTSMOUTH, VIRGINIA

(Inspection Zone)

BEST COPY AVAILABLE

VIA AIRL.

COLUMBIA

OFFICIAL NO. 247519

DRAFTS TONS 14,462

14,462

ctd

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Defendants' and Third-Party Plaintiff's Exhibit I

U.S. Customs, Portsmouth, Va. - DIRECT
Portsmouth, Va. - DIRECT

CERTIFICATE OF INSPECTION AMENDMENT

OFFICIAL NUMBER 152

- 247519

COLUMBIA

Freight

GROSS TONS

14,462

HOME PORT

New York, New York

AND WHERE BUILT

1945 - Portland, Oregon

DATE CURRENT CERTIFICATE OF INSPECTION EXPIRES	DATE AND PLACE CURRENT CERTIFICATE OF INSPECTION ISSUED
6 April 1966	4-6-64 - Portsmouth, Virginia

The Certificate of Inspection issued to the vessel described above is amended as follows:

VESSEL DRYDOCKED AT JACKSONVILLE, FLORIDA ON 26 MARCH 1965.

TAIL SHAFT DRAWN ON 22 MARCH 1965.

DATE OF ISSUE	INSPECTION ZONE	OFFICER IN CHARGE, MARINE INSPECTION
26 March 1965	Jacksonville, Florida	Com. H. ST GEORGE, Commander, USCG

INSTRUCTIONS

- 1 This amendment shall be issued to authorize changes to the conditions or particulars entered on a current valid Certificate of Inspection (Form CG-341 or CG-3753) or to the conditions or particulars entered on a current valid amendment to such Certificate of Inspection. When issued it shall become a part of the Certificate of Inspection which it amends.
- 2 The original of this amendment shall be delivered to the master or owner of the vessel named herein and must be framed under glass with or near the vessel's Certificate of Inspection. If the Certificate of Inspection is not required to be posted, this amendment must be kept on board with the Certificate of Inspection and shown on demand.
- 3 One copy of this amendment shall be filed in the office of the issuing Officer in Charge, Marine Inspection. In addition one copy shall be distributed to each of the following:
 - (a) The Chief Officer of Customs of the district in which a copy of the current Certificate of Inspection was filed.
 - (b) The Officer in Charge, Marine Inspection who issued the current Certificate of Inspection.
 - (c) The Commandant (MVI)



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Defendants' and Third-Party Plaintiff's Exhibit I
CONTINUATION (MAY)

ETA FILE NO. 247519

This Certificate Expires 21 September 1964

UNITED STATES OF AMERICA.
TREASURY DEPARTMENT
UNITED STATES COAST GUARD

Certificate of Inspection

Columbia

(ex-SOUTHAMPTON) (ex-TRITON) (ex-Big Bird)

VESSEL Frigate OFFICIAL NO. 247519
CLASS TONS. GROSS 14,462 NET 9,566 LENGTH 555.3'
HOME PORT New York, New York OWNERS Kulkundis Maritime Industries, Inc.
OPERATORS A. H. Bull Steamship Co. 80 Broad Street, New York 4, New York
Baltimore, Maryland

The inspection of the above-named vessel having been completed at _____
 on the 21st day of September, 1962, I hereby CERTIFY that the said vessel was built at _____
 in the State of Oregon, in the year 1945, rebuilt in the year _____
 ; that the hull is constructed of Steel; is provided with _____ staterooms, _____ berths;
 that the said vessel at the date hereof is in all things in conformity with the applicable vessel inspection laws and the rules
 and regulations prescribed thereunder; and is allowed to carry _____ passengers, _____ persons in addition to the crew.

The following complement of licensed officers and crew is required to be carried, included in which there must be _____ certificated lifeboatmen:

<u>1</u> Master	<u>1</u> Second Mate	<u>6</u> Able Seamen	<u>1</u> Chief Engineer	<u>3</u> Firemen/Water tenders
<u>—</u> 1st Class Pilot	<u>—</u> Third Mate	<u>3</u> Ordinary Seamen	<u>1</u> 1st Assistant Engineer	<u>3</u> Officers
<u>—</u> 2d Class Pilot	<u>—</u> Inland Mate	<u>—</u> Watchmen	<u>1</u> 2d Assistant Engineer	<u>—</u> Motorboat Operators
<u>1</u> Chief Mate	<u>1</u> Radio Officer	<u>—</u> Deckhands	<u>1</u> 3d Assistant Engineer	<u>—</u>

and also may carry 17 other persons in crew. Total number of persons allowed 41

SOUTHAMPTON (ex-TRITON)

OFFICIAL NO. 247519

DRAFT: TONS

14,462

The said vessel is permitted to be navigated for ~~anywhere~~ two years on OCEANS.

DATA, PARTICULARS OF EQUIPMENT AND PERIODIC EXAMINATIONS									
<u>—</u> Wooden lifeboats for _____ persons	<u>8</u>	Fire extinguishers, Class A—	<u>II</u>	Stability letter issued	<u>29 Sept. 62</u>				MAIN BOILERS
<u>3</u> Other prop. metal lifeboats for _____ persons	<u>6</u>	Fire extinguishers, Class B—	<u>II</u>	Date drydocked	<u>29 Aug. 1963</u>				Number <u>2</u> Year built <u>1945</u>
<u>—</u> Hand-operated metal lifeboats for _____ persons	<u>3</u>	Fire extinguishers, Class C—	<u>II</u>	Propelled by	<u>Steam</u>				Mr. <u>Combustion Engr. Co.</u>
<u>1</u> Motor lifeboats for <u>29</u> persons	<u>1</u>	Fire extinguishers, Semiportable, Class B-V	<u>CO2</u>	H. P. <u>6000</u>	Number of engines <u>1</u>				Minimum efficiency of weakest longitudinal section <u>42.4</u> percent
<u>—</u> Work boats for _____ persons	<u>6*</u>	Fire extinguishing systems, Fixed: <u>CO2</u> , <u>LR</u> , <u>FR</u> , <u>APR</u> , <u>M</u> , <u>G</u> , <u>MSB</u> , <u>PL</u>		Tail shaft drives	<u>29 Aug. 1962</u>				Record in Official <u>Portland, Ore.</u>
<u>—</u> Liferafts for _____ persons	<u>8</u>	Fire pump	<u>2</u>	Pressure vessels examined	<u>29 Aug. 1962</u>				Mountings opened
<u>—</u> Buoyant apparatus for _____ persons	<u>—</u>	Fire hose, total length _____ ft.		Feed	<u>C11</u>				<u>31 Aug. 1962</u>
<u>—</u> Life rafts for _____ persons	<u>—</u>	Inspected and approved for the carriage of inflammable or combustible liquids of grade _____							Mountings removed
<u>18</u> Ring life buoys	<u>—</u>	Capacity in barrels _____							<u>14 Sept. 1962</u>
<u>41</u> Life preservers, adult'	<u>—</u>								Date hydrostatic pressure applied
<u>—</u> Life preservers, children's	<u>—</u>								<u>27 Aug. 1962</u>
<u>—</u> Wood floats	<u>—</u>								Maximum steam pressure allowed <u>.500</u> p.s.i.
<u>Rockit</u> type, <u>Has-throwing apparatus</u>	<u>—</u>								

L. E. PLISSO, Captain, U. S. Coast Guard

(Officer in Charge, Marine Inspection)

Baltimore, Maryland

(Inspection Zone)

March 24-1964
S/S Columbia - Norfolk

Lft. office at 1130 AM via
taxi for Westgate Terminal -
Home to Newark Airport via
Lyusene. Caught 714L 1325
in flight to Norfolk w/ east
wings and Vaseline being used.
R. Stratton checked into
room 826 of the Golden
Triangle at 1150. Boarded
vessel in Norfolk Shipbuilding
at 1730. pm

Screened over voyage
expenses - placed in my tool
kit one hand arranger
for Shore Power at 2000 hrs.

Lft vessel at 2000 hrs.

Expenses:

Taxi from office to Telm-	2.00
Janitor, from	2.00
Lunch	3.00
Telephone, call home	2.00
	<u>9.00</u>

March 25 1964
S/S Columbia - Norfolk

Vessel Shipped to D.O. - 0600
Vessel Ready - 0900

Bolted Cleating good and
generally free of indications
etc - No hull damage

Rudder

Say fractured in
numerous locations on
the starboard side at
the radius of the shell
plate. also fractured on
the port and starboard
sides where plates welded
to the shell - Pairs
of plates to be welded on
the forward end.

AB5 - L. Demario
M.S.C.G. - S. McGowan
Hudson

above numerous bolts
removed that allow of shell
be removed - also recommend
that they be replaced to
prevent further occurrences.

Surveyed number & prepared
in the afternoon with Mr.
Samuel of Lloyd's representing
Salvor Inc. claims
of damage on grounding.

Grounding Oct. 4/6
S. truck submerged about 4/15/63.

Meals & Taxes - \$12.50

March 26 1967
S/S Columbia

Estimated Sea Water w/
flushes of 9.5 C 6 and
Seawater to ABS

Renew nuts on first fire
flange suction valve.
Purge air valve outlet for
cleaning out connector by
first fire pump sea chest
and lighter - Take bottom
to shop - renew such gland
Clean out around seal
apply red hand oil

For verboard

Renew valve - renew
flange style - Renew
middle flange connection

Machine scale and
cut 2 bags in shaft ally.

? Repair or replace overboardals
from main unit.

Aux Card overboardals -
Remove these cards
for further examination -
Plated on backings

Spot clean any generators
overboard - also rubber
hose to be removed.

Remove scale around
5th sea chest pump room off

Remove 2 stepping and
connections - shaft ally.

Over P pump gear
also see few ashore to
machines

Cut Vugger
40 s^t + 5605

Main Confusion

grind by crew - too much
necessary for you to
clean.

Double Bottom Tank

clean -

Devil claw

Lorance light

Rubber hose for generators.

Star Board

Heavy corr. - scaled by
NCCG - after being
to be scaled

Check Spring Beam -
mil. l - 1.0 day conn
bits etc.

Pump stock 2' 10" above atw stock.

Propeller

1. aluminum propeller
 2. aluminum propeller
 3. steel propeller -
 4. aluminum propeller to go
 5. aluminum propeller -

Hercules & Tolman

\$ 12.50

March 27, 1964
S/S Columbia

Conference w/ Beck & Cockrane.
 re: additional strength in
 assembly of mudbox shay.

- (a) increase plates to 1"
- " (b) extend plates on shay at least 3" and extend radius of plate at bottom
- (c) install one additional horizontal internal
- (d) install flat bars on the sides
- (e) flat Bars on the sides.

Status of Mudbox at 1200 hrs

Shay ready to go bottom
 in about a hour.

~~In estimation enough will
 about 11 more 2 1/2 hrs to
 remove - Then clean, paint
 and include chassis from~~

~~disputed.~~

~~Name~~

~~Sampling under excellent
operating conditions, clear
and immediately, and no
separation of hull - Hull
free from the new hull
material - nearly bare
material. Hull was washed
down with fresh water prior
to sampling & hull cord if
any, and a c straight
be fine to dry.~~

~~Comments. 4506 Re-
annual inspection which is
due and registration. The
approximate thickness of cleaning
which will both needed
& would be required soon
anyways.~~

~~Port Wall - New from wall
from to bulk walls required.
Bottom very dirty - frequent
cleaning.~~

Starboard

~~New from bulk walls
bottom very dirty - frequent
cleaning.~~

~~Waterline - Generally 0.12 -
some salting but soft
matter - Considered harmless.~~

Rudder

~~Palm magnolia & jessup
by 4506 & 8150.~~

~~Both palm tree and only
parallel corrugated roofing
required.~~

~~Upper palm tree
corrugated adjacent to boat -
and red mud green & short.~~

Cabin

" 2-3" quality on Caribbean
leaves - sufficient York to
green and clean - also 4506
& 8150.

April 1, 1967.
S/S Columbia
Norfolk Virginia

checked out of Hotel
 Norfolk at 0800 and
 caught Delta 0910 flight
 to Atlanta - hence to
 Norfolk Virginia. Arrived
 in Virginian at 1450
 hrs.

checked over plates of
 all regions

Skag - 2 Bottom plates
 in place - 3rd pl. +
 Welded - top plate
 on starboard wing
 Welded - welding very
 good. are interlocked
 being attached w/ field
 welds and also very
 good

checked into room 1130
 Golden Triangle.

Expenses

Manger Hotel	32.14
Taxis to airport	3.50
Taxis to yard	3.00
Meals	<u>10.50</u>
	\$49.14

Open 2 - Roofed
3/5 Colination.

Requires - screwing
satisfactory

Passed port and starboard
bulkheads for cleanliness also
Brick Work - FLOOR
WALL PORT HOLE &
PLASTIC REFRIGERATOR -
Brick controllers registered
wheel or before which
were plastic.

Boilers appear in general
good condition. Some
quantities of sulphuric acid
not found - 1 plugged or
per ch sing.

Augmented cost of ship
repairs and incident
w/ Cockburn + Sammons

See details w/ Ignacio
Juliano collected in the
follow.

Made from sheet
of expanded metal along
bottom load plates and
up on the side walls.
Additional horizontal
internal only possible to
weld frame to top sides.

Meals + Taxes \$12.50

~~at about 1300 discovered
that the inboard generator
was frozen and could
not be turned over
by crank. Electracar
Wanted \$100.00 for
Painting the rotors and
could not turn same.
Investigation showed
it to be in the
turbine. Had given an
order to open the turbine
during the night and to
why the necessary venturi
to have open by morning~~

April 3, 1969
S/S Columbia - Mayfield

Chief Engineer Waterhouse
stated during his inspection
at 0730 - 6 Waterhouse noted
that propeller had been
driven poor the original
mark $\frac{3}{4}$ "

Waterhouse found fit of
new upper propeller pins
at 1230.

Rudder in place at 1600
checked after work from
members having the shop
and possible the passing
of Cement at 1600

Unboard Gen.

Examined at 0700 -
found signs of a
recent of severe accun.
water of hull and
seal - 6 appearance
that General Turbine
had not been operated

in March although
absent to think that it
was operated first time
to Egypt last voyage.

Rudder removed and checked
in date for cruise &
form of OK & Rudder flag
locked and found to be
in very poor condition

FOR FUTURE - New Rudder

Upper casting taken
adore for fly ashing -
lower casting cleaned
and nozzle cleaned in
place due to the
possibility of damaging
the casting during
removal. Reasonable efforts
were made to remove
the casting.

FOR FUTURE - all new
antiicing stationary
blading -

DID NOT MAKE INSURANCE
CLAIM - DUE TO DAMAGE -

Piping

Antifoul. applied under
exceptional weather conditions.
This extra paint job
good.

W. Condenser

checked & passed. Head-
line (3) coats of epoxy
OK.

Cooling Water

Possut with chain retrieved -
plast. oil rate - 016

Line Filter

arranged removal of 15

Made up arrangement
for introducing 100 mm
oil 0900.

E.P. Paint

Meals & Trans. \$ 14.00

3/15 Comm. 7, 62° F.
3/15 Condition - OK

Present condition -
from deck and steering
engine room at 0830 - OK.

Dock flooding 0930 - all
sea valves present for
tightening.

Fired steamship boiler
at 1200 hrs.

Hydostatic test applied to
P. Boiler (200") at 1100
and reverse nipple
found 016.

Main Circulator

When starting main
circulator found the top
boiling to the burnel
out

R.R. Fuel Pump

When lighting off steel
boiler found oft fuel pump

E 159

DEFENDANTS' AND THIRD-PARTY PLAINTIFF'S EXHIBIT L

SURVEY BY PILLATT AND SWEENEY DATED JUNE 8, 1964, 1353

PILLATT AND SWEENEY
SHIP AND ENGINEER SURVEYORS
CONSULTING ENGINEERS
APPRASERS
ELEVEN BROADWAY
NEW YORK
WHITEHALL 4-2627-8

REPORT OF SURVEY

Report No. 1353

June 8, 1964 .

Oriental Exporters, Inc.
Ship Management Division
Empire State Building - 350 Fifth Ave.
New York, N.Y.

Re: Steamship "COLUMBIA"
Owners' Repairs
March, April, 1964

Dear Sirs:

At your request, I, the undersigned, did attend the Steamship "COLUMBIA", on March 24, 1964 and subsequent dates, while she lay on drydock at the Norfolk Shipbuilding and Drydock Corporation, Norfolk, Virginia; and subsequently while she lay afloat at a loading berth for the purpose of supervising Annual Drydock Repairs, Classification Annual Boiler and Machinery Repairs, various Owners' repairs, and report as follows: --

The repairs were carried out as per Specifications and work orders; however, the following comments are considered of interest as they are not readily noticeable in the Specifications.

1. DRYDOCKING

Vessel entered dry dock at 0600 hours, on March 25, 1964.

Vessel off dock at 0930 hours on April 4, 1964.

Drydock charges consisted of one haul day plus nine (9) lay days. These charges are covered in the insurance damage survey.

For the purposes of insurance, Owners' work, if done alone, would have required one (1) haul day on drydock.

A) Rudder

The rudder was noted in good condition. The top pintle was renewed complete, together with the top and bottom micarta bushings. The rudder was tested, one crack repaired and proven tight. The above was effected relative to a grounding damage and for complete details, please refer to our report No. 1352, dated June 4, 1964.

B) Skeg

The lower section of the stern frame or the skeg was found fractured. This condition was alleged to be the result of a grounding incident in Kandla, India, on October 4, 1963. The

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Defendants' and Third-Party Plaintiff's Exhibit L

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1. PAYDOCKING

B) Skeg (Continued)

lower section of the stern frame was renewed at this time. For complete details, please refer to our Survey Report No. 1352.

It is generally recognized that stern frame failures are not uncommon on T-2 type vessels which have been converted to large bulk carriers; therefore, it did not appear sensible to replace the skeg in the same manner as the original installation as there would be a probability of reoccurrence. The American Bureau of Shipping was consulted to ascertain if they had any recommended proposals. It was established that Classification did not have any recommendations. In conjunction with the shipyard and the undersigned, the following changes were proposed in order to strengthen the skeg in the area of failure and at the same time not to cause excessive stress in another area. These changes were approved by the U.S. Coast Guard and the American Bureau of Shipping.

In order to add strength and minimize transverse movement in way of the skeg failure, the following four (4) changes were made: --

- 1) Increased the thickness of attached shell Plates A-21 and SK-2 on the port and starboard sides, together with FK-20 to 1" plate.
- 2) Extended the overlap of the above plates an additional eight (8) inches, in order that the plates could be attached to the solid part of the skeg.
- 3) Installed one (1) new horizontal web between the skeg casting and the first floor at a location immediately below the top edge of SK-2 in order to increase the resistance to lateral movement.
- 4) Installed 2" x 8" x 12'-0" flat bar stiffeners on each side of the skeg with a long taper on each end, again in order to increase the resistance to lateral movement.

Complete details are covered in the sketch which has been previously delivered to your office.

C) Propeller

The propeller was reconditioned at this time as part of a damage repair, as a result of striking a submerged object on October 15, 1963. For further details please refer to our damage Survey Report No. 1352, dated June 4, 1964.

D) Tailshaft

Since the rudder was removed, it was not necessary to draw the tailshaft inboard for the removal of the propeller. Therefore, the tailshaft liner was not available for examination. While the propeller was removed the tailshaft was magnafluxed at the end of the liner and in way of the key and found satisfactory.

Tailshaft wear down 5/32".

1. DRYDCKING
(Continued)**E) Sea Valves and Strainers**

All sea valves were opened, cleaned, ground in, rejoined and closed in good order. All valves with defects were repaired or renewed as per Specifications.

Sea chest^s were thoroughly cleaned, examined and found in good condition. Two (2) coats of Apxior were applied prior to replacing the strainers.

F) Bottom welding

The bottom welding was noted in good condition throughout, both on the new midbody area and the original bow and stern sections.

G) Anchor Chains and Lockers

The anchors and chains were ranged, cleaned, and recoated with fish oil. The chain locker was cleaned, examined and found to be deteriorated and holed in way of the division bulkhead. The deteriorated area of the divisional bulkhead was cropped and two (2) new sections of bulkhead, each 31" x 7'-6" x 3/8" furnished, fitted and installed.

H) External Underwater Hull

The external underwater hull area was examined and noted to be in good condition, being reasonably free of indents and no damage evident.

There was very little paint on the underwater area of the new mid-body, and after sand-sweeping to remove the light accumulated marine growth, large areas of the underwater hull were bare. In consideration of the above condition, one full coat of primer was applied from the keel to the deep load line in lieu of a spot coat. Following the primer application the vessel was painted in accordance with the standard practice of applying one coat of anti-corrosive and anti-fouling with boottopping between the light and deep load lines. The net result was that all areas of the hull between the keel and the deep load line received three (3) coats of paint well applied under favorable weather conditions.

The preparation of the hull and the application of the paint by the shipyard was particularly good. A large amount of the Norfolk Shipbuilding and Drydock Corp. repair work involves Naval vessels where considerable emphasis is placed on preparation and application of paint. It is only natural that some of this procedure is applied to commercial repairs, but to a lesser degree. This does, however, increase the cost of underwater painting in the yard.

2. MULL REPAIRS**A) Lifeboats**

The lifeboats were found in very good condition with no repairs required with the exception of repairing some minor leaks in three air tanks.